

**REQUEST FOR PROPOSALS  
TO PROVIDE, OPERATE, MANAGE, AND MAINTAIN A TOLL COLLECTION SYSTEM AND  
PROVIDE BACK OFFICE TOLL COLLECTION AND CUSTOMER SERVICE FOR**

**THE LOUISVILLE-SOUTHERN INDIANA OHIO RIVER BRIDGES PROJECT**

**THROUGH A  
TOLL SERVICES AGREEMENT**

**VOLUME I  
INSTRUCTIONS TO PROPOSERS**

**A PROJECT OF THE  
INDIANA FINANCE AUTHORITY**

**ISSUED DECEMBER 8, 2014  
ADDENDUM #1 ISSUED JANUARY 23, 2015**

**Indiana Finance Authority  
One North Capitol Avenue, Suite 900  
Indianapolis, Indiana 46204**

**CERTAIN KEY DATES**

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
Issue Request for Proposals	December 8, 2014
Proposers Submit Responsibility Information to IFA and the Joint Board	January 5, 2015 at noon eastern
Notification from IFA/Joint Board to Proposers re: Responsibility Information	January 13, 2015
Proposal Due Date (Responsible Proposers only)	February 10, 2015 at noon eastern
Anticipated Notification of Preferred Proposer	February 25, 2015
Completion of Negotiations	March 11, 2015
Execution of Agreement and Other Execution Documents by Preferred Proposer	March 12, 2015
Execution of Contract Documents by Joint Board	May 1, 2015

## TABLE OF CONTENTS

	Page
Section 1.0 INTRODUCTION AND GENERAL PROVISIONS .....	1
1.1 Introduction .....	1
1.2 Definitions and Acronyms .....	2
1.3 Joint Board Goals .....	2
1.4 Procuring Agency and Stakeholders.....	2
1.5 General Description of and Scope of Toll System Provider’s Obligations for the Project.....	3
1.6 Documents in the Request for Proposals.....	13
1.7 Procurement Schedule, Address for Proposal Delivery and Signature Deadline .....	14
1.8 General Provisions Regarding Proposals .....	16
1.9 Federal Requirements and Funding .....	18
1.10 Insurance Requirements.....	19
1.11 Qualification To Do Business.....	19
Section 2.0 PROCUREMENT PROCESS.....	20
2.1 Procurement Method .....	20
2.2 Receipt of the Request for Proposal Documents, Communications and Other Information .....	20
2.3 Questions and Responses Regarding the RFP and Addenda .....	23
2.4 Pre-Proposal Submission Meetings.....	25
2.5 Confidentiality .....	27
2.6 Examination of RFP.....	29
2.7 Errors.....	29
2.8 Improper Conduct.....	29
2.9 Pre-Proposal Submittals: Responsibility Information; Changes in Proposer’s Organization and Key Personnel .....	32
Section 3.0 REQUIREMENTS FOR SUBMITTAL OF PROPOSALS AND ACCEPTANCE OF DELIVERY BY IFA .....	36
3.1 Responsible Proposers; General Submittal Requirements.....	36
3.2 Requirement to Submit Responsive, Compliant Proposal .....	36
3.3 Format .....	37
3.4 Additional Requirements for Proposal Delivery.....	38
3.5 Currency .....	39
3.6 Modifications, Withdrawals and Late Submittals.....	39

3.7	Acceptance of Delivery by IFA.....	40
Section 4.0	EVALUATION AND POST-SELECTION PROCESS.....	41
4.1	Organization of Evaluation Committees.....	41
4.2	Best Value Determination .....	41
4.3	Pass/Fail and Responsiveness Evaluation .....	42
4.4	Evaluation of Technical Proposal by PEC.....	45
4.5	Evaluation of Price Proposal By PEC .....	46
4.6	Total Proposal Score .....	46
4.7	Requests for Clarification.....	46
4.8	Requests for Proposal Revisions.....	46
4.9	Identification of the Preferred Proposer .....	47
4.10	Negotiation and Finalization of the Agreement and Contract Documents.....	47
4.11	Review of Post-Selection Deliverables .....	48
Section 5.0	AWARD AND EXECUTION; POST-EXECUTION ACTIONS .....	50
5.1	Final Award, Execution and Delivery of Contract Documents.....	50
5.2	Debriefings.....	52
5.3	Costs Not Reimbursable .....	53
Section 6.0	PROTESTS .....	54
6.1	Applicability.....	54
6.2	Required Early Communication for Certain Protests .....	54
6.3	Deadlines for Protests.....	54
6.4	Content of Protest.....	55
6.5	Filing of Protest.....	55
6.6	Comments from other Proposers.....	55
6.7	Burden of Proof.....	55
6.8	Decision on Protest.....	55
6.9	Protestant's Payment of Costs.....	55
6.10	Rights and Obligations of Proposers .....	56
Section 7.0	JOINT BOARD RIGHTS AND DISCLAIMERS .....	57
7.1	Joint Board Rights .....	57
7.2	IFA and Joint Board Disclaimers.....	58

## **EXHIBITS**

Exhibit A	Definitions and Acronyms
Exhibit B	Technical Proposal Instructions
Exhibit C	Price Proposal Instructions
Exhibit D	Required Forms
Exhibit E	Site Plan
Exhibit F	Summary and Order of Proposal Contents
Exhibit G	Responsibility Information

## **FORMS**

Form A	Proposal Letter
Form B-1	Identification of Proposer and Equity Members
Form B-2	Information About Proposer Organization
Form B-3	Information About Major Subcontractors
Form C	Responsible Proposer, Equity Member, Major Subcontractor and Financially Responsible Party Questionnaire
Form D	Non-Collusion Affidavit
Form E	Buy America Certification
Form F	Conflict of Interest Disclosure Statement
Form G	Price Forms
Form H	Equal Employment Opportunity Certification
Form I	Use of Contract Funds for Lobbying Certificate
Form J	Debarment and Suspension Certification
Form K	Technical Response Form
Form L	Guarantor Commitment Letter
Form M	RFP Comment Form
Form N	Required Affidavit for Bidders, Offerors and Contractors
Form O	Project Description Form

**INSTRUCTIONS TO PROPOSERS**  
**(Request for Proposals: The Project)**

**SECTION 1.0 INTRODUCTION AND GENERAL PROVISIONS**

**1.1 Introduction**

This Request for Proposals (“RFP”) is issued by the Indiana Finance Authority (“IFA”), a body corporate and politic, not a state agency but an independent instrumentality exercising essential public functions, in cooperation with the States’ Parties and on behalf of the Joint Board, each defined below, to seek competitive proposals (individually, a “Proposal” and collectively, “Proposals”) to provide, operate, manage and maintain an all electronic open road toll collection system, and provide back office toll collection and customer service, for the three (3) bridges comprising the Ohio River Bridges Project defined herein (the “Project”).

The State of Indiana ("State") and the Commonwealth of Kentucky ("Commonwealth"), acting through IFA and the Indiana Department of Transportation ("INDOT", together with IFA, the "Indiana Parties"), and the Kentucky Transportation Cabinet ("KYTC") and the Kentucky Public Transportation Infrastructure Authority ("KPTIA", and together with KYTC, the "Kentucky Parties") have joined together to improve cross-river mobility in the Louisville-Southern Indiana region through the Ohio River Bridges Project, and have created the Joint Board, defined below, to act on their behalf to implement the Project, by acting through one or more of the States' Parties.

This RFP is issued on behalf of the Joint Board (“Joint Board”) established under the Interlocal Cooperation Agreement for the Design, Procurement, Construction, Financing, Tolling, Operation and Maintenance for the Louisville-Southern Indiana Ohio River Bridges Project (as amended from time to time, the “Interlocal”) and the Bi-State Development Agreement (“Development Agreement”) among KYTC, KPTIA, IFA and INDOT (collectively, the “States’ Parties”), which, through Joint Board Resolution JB-2014-6, inter alia, has authorized IFA to undertake this procurement on behalf of the Joint Board and in cooperation with the other States’ Parties.

The form of the proposed Toll Services Agreement (“Agreement”), with the other Contract Documents is included in Volume III of the RFP. The Proposal must meet all Agreement requirements, including those detailed in the Technical Requirements. The form of Agreement is subject to change at the Joint Board’s discretion based on final negotiations with the Toll System Provider in accordance with Section 4.10 of the ITP.

Proposers must comply with these Instructions to Proposers (“ITP”) during the procurement and in their respective Proposals. Proposals shall also take the Project goals identified in Section 1.3 below into consideration.

## 1.2 Definitions and Acronyms

Refer to Exhibit A hereto for the meaning of various capitalized terms and acronyms used but not defined herein, and refer to Exhibit A to the Agreement for the meaning of capitalized terms and acronyms used but not defined herein or in said Exhibit A.

## 1.3 Joint Board Goals

The Joint Board's goals for the Project include (in no particular order of importance):

(A) Utilization of an existing turnkey mature all electronic, open road toll collection system and operations model currently in operation in another location;

(B) Efficient and timely installation and integration of the roadside equipment coordinated with the DB Contractor, Developer and ETC Contractor;

(C) Efficient and customer oriented operations, violations and collections systems, and long term ongoing operations and maintenance of the procured system, equipment, operations center; and

(D) Efficient revenue collection operations with traceability and accountability of transactions from the roadside lane equipment through each component of the electronic toll collection system ("TCS") to reporting to the financial system and throughout the life cycle of a tolling transaction, and coordination with the Custodian and the Revenue Control Manager.

Although it is the Joint Board's goal to minimize development work by using an existing turnkey mature all electronic, open road toll collection system and operations model currently in operation in another location, Proposers are responsible for meeting all of the Technical Requirements, and any development work or modifications to the Proposer's existing toll collection system and operations model are included in the fixed Contract Price.

## 1.4 Procuring Agency and Stakeholders

IFA will be the procuring agency for the Project. IFA will work closely with the Joint Board and the other States' Parties. IFA's primary mission is to oversee State-related debt issuance and provide efficient, effective financing solutions to facilitate state, local government and business investments in the State.

INDOT is the entity responsible for planning and development of the transportation system in the State and for working cooperatively with neighboring states, such as the Commonwealth, on cross-border projects such as the Project and the Ohio River Bridges Project. KYTC is the entity responsible for planning and development of the transportation system in the Commonwealth and for working cooperatively with neighboring states, such as the State, on cross-border projects such as the Project and the Ohio River Bridges Project. KPTIA is an independent de jure municipal corporation and political subdivision of Kentucky and has authority to participate in the construction, operation, financing and oversight of significant transportation projects connecting Kentucky and Indiana, and to review, approve and monitor all such projects, and to assist with the operation, financing and management thereof.

Under the Interlocal, the States' Parties have chosen to act cooperatively to implement the development of the Project through the Joint Board. The Joint Board has, through Joint Board Resolution JB-2014-6, inter alia, authorized IFA to undertake this procurement on behalf of the Joint Board and in cooperation with the other States' Parties.

References to the Joint Board in this procurement shall have the meaning appropriate to the context, including the PEC, the members of the Joint Board, representatives of the Joint Board, or the official body known as the Joint Board in certain cases.

INDOT, KPTIA and KYTC will work closely with IFA to assist with the procurement of the Project and oversee the work of the Toll System Provider in connection with the Project, including the provision, operation, and maintenance and management of the toll collection system, and the provision of back office toll collection and customer service for, the Ohio River Bridges Project. The procurement roles of these entities include development of the Technical Requirements and participating equally in the evaluation of the Proposals.

## **1.5 General Description of and Scope of Toll System Provider's Obligations for the Project**

### **1.5.1 Overview**

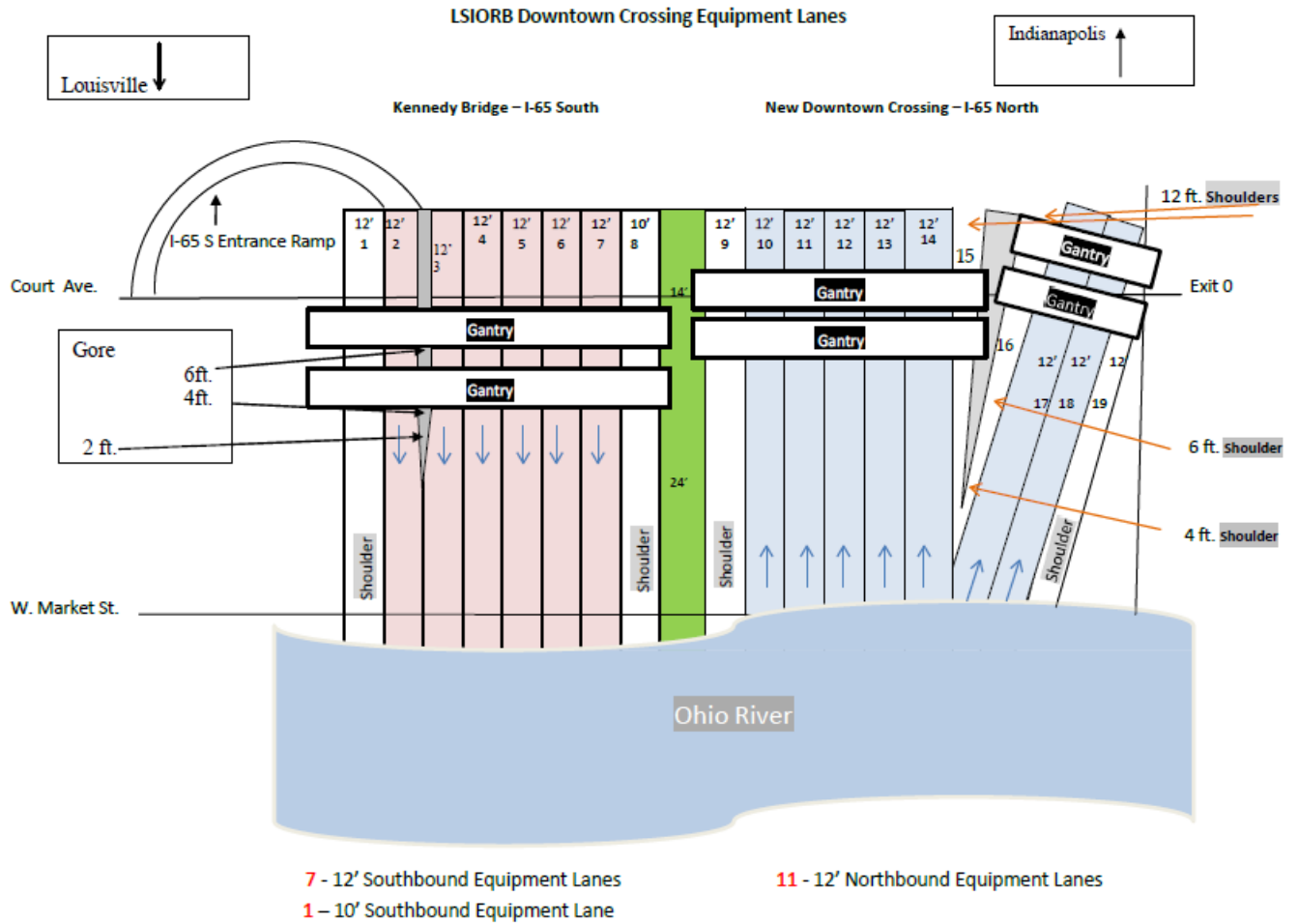
The Project consists of providing an operational all electronic open road tolling and revenue collection system including the roadside lane equipment, the back office system, the customer service centers, the retail-walk-up centers, the violation processing system and center, and the operation and maintenance of all tolling related equipment and systems for the Louisville-Southern Indiana Ohio River Bridges Project ("Ohio River Bridges Project").

The Ohio River Bridges Project is comprised of three (3) bridges: (a) the New Downtown Bridge; (b) the East End Bridge; and (c) the existing Kennedy Bridge. The New Downtown Bridge and reconstruction of the Kennedy Bridge are being designed and constructed pursuant to a design-build contract between KYTC and a design-build contractor ("DB Contractor"). (The New Downtown Bridge and the Kennedy Bridge are collectively referred to as the "Downtown Bridges".) The East End Bridge is being developed, designed and constructed, and will be operated and maintained pursuant to a public-private agreement between IFA and a developer ("Developer"). The New Downtown Bridge and the East End Bridge are new greenfield bridge construction projects and the Kennedy Bridge construction project consists of redecking the existing structure and reconfiguring traffic lanes into carrying only the southbound lanes of traffic.

### **Traffic Configuration & Tolling Commencement Date**

A Downtown Bridges Temporary Traffic Configuration may be necessary before the Downtown Bridges Final Traffic Configuration for the Downtown Bridges is achieved. It is currently anticipated that the East End Bridge will be substantially complete and open to traffic on or about October 31, 2016, at which time tolling will occur at both this location and the Downtown Bridges location. It is currently anticipated that the New Downtown Bridge will be open to traffic in April 2016, and that the Kennedy Bridge will be undergoing rehabilitation at the time that commencement of tolling is anticipated. This may require bi-directional Equipment Lanes

for lanes 9 through 15 as identified in the below diagram, with an expected Tolling Readiness to begin on or about October 31, 2016 for such configuration. Assuming that the Temporary Traffic Configuration is implemented, after the substantial completion of the Kennedy Bridge, the Toll System Provider shall convert the Downtown Bridges Temporary Traffic Configuration to the Downtown Bridges Final Traffic Configuration, and all equipment used on the additional Equipment Lanes necessary for the Downtown Bridges Temporary Traffic Configuration that may be removed and remain usable shall be placed into the Spare Parts inventory for the Project.

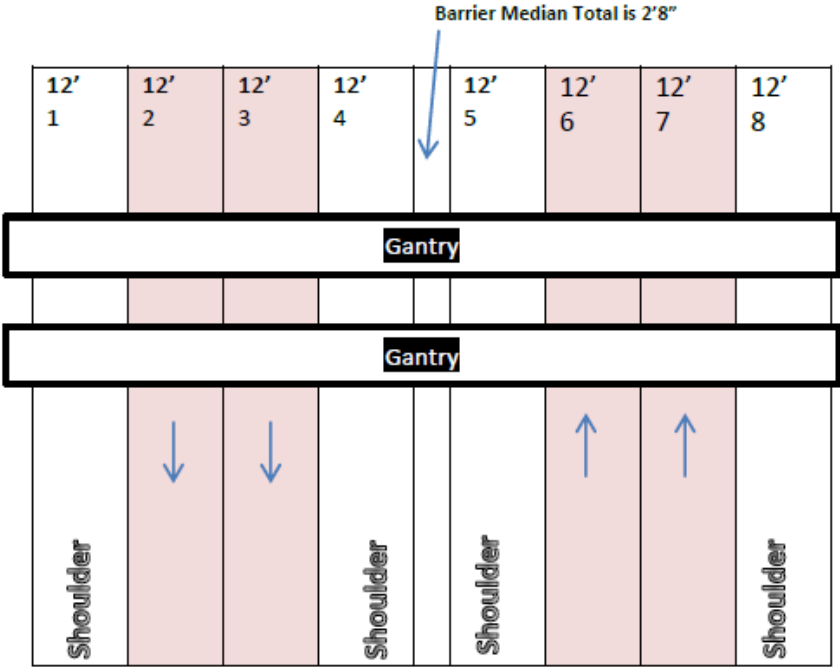


**This is a conceptual drawing only to identify the number of equipment lanes and is not to scale, and dimensions are approximations only.**



LSIORB East End Crossing Equipment Lanes

Indiana



Kentucky

I-265 South



4 - 12' northbound equipment lanes

4 - 12' southbound equipment lanes

**This is a conceptual drawing only to identify the number of equipment lanes and is not to scale, and dimensions are approximations only.**

The specific maintenance of traffic sequencing and lane geometrics are still under review by the States. The Price Sheets that Proposers are required to complete to submit their Price Proposal require Proposers to provide a unit price for the capital cost of 34 Equipment Lanes, and a unit price for the roadside maintenance of 34 Equipment Lanes. 19 Equipment Lanes are required to be installed for the Downtown Bridges Final Traffic Configuration, 7 Equipment Lanes are allocated for installation of toll equipment for the Downtown Bridges Temporary Traffic Configuration as described above, and the remaining 8 Equipment Lanes are required for the East End Crossing. The Joint Board may or may not implement some or all of the 7 Equipment Lanes allocated for the Downtown Bridges Temporary Traffic Configuration. Proposers shall include in their Proposals all work associated with the installation, configuration and tuning of the bi-directional Downtown Bridges Temporary Traffic Configuration Equipment Lanes on the same gantry as the Equipment Lanes for the Downtown Bridges Final Traffic Configuration. All costs associated with the Downtown Bridges Temporary Traffic Configuration shall be included in the Proposers' Cost Proposals except for costs associated with maintenance of traffic. The Agreement includes provisions addressing the manner in which the Contract Price will be adjusted if the Downtown Bridges Temporary Traffic Configuration is not implemented. The Joint Board will use the maintenance of traffic Pass-Through Cost Item unit prices established in the Contract to determine the Toll System Provider's compensation for setup and removal of maintenance of traffic efforts associated with this transition. The dates listed above are derived from the current construction schedules as estimated at the time this RFP is issued. Actual completion dates will vary based on the progress of construction in the field and are subject to change. Once under contract, it will be the responsibility of the Toll Systems Provider to engage with the both the DB Contractor and the Developer to monitor current schedules to better determine when field mobilization is needed under this contract.

### Final Tolling Configuration

The Project toll system for the Ohio River Bridges Project will consist of four (4) mainline and two (2) ramp Toll Zones.

In its final configuration, the Project will operate a total of 27 Equipment Lanes:

The East End Bridge will have two (2) mainline sets of Toll Zone gantries spanning two (2) travel lanes and two (2) shoulders in each north and southbound directions located on the Kentucky side of the Ohio River.

The Downtown Bridges in final configuration will consist of the following:

- The Kennedy Bridge, carrying southbound traffic, will have one (1) mainline set of Toll Zone gantries spanning five (5) travel lanes and one (1) shoulder and one (1) ramp toll zone spanning one (1) travel lane and one (1) shoulder; and
- The New Downtown Bridge, carrying northbound traffic, will have one (1) mainline set of Toll Zone gantries spanning five (5) travel lanes and two (2) shoulders and one (1) set

of ramp Toll Zone gantries spanning two (2) travel lanes and two (2) shoulders. Toll Zone gantries for the Kennedy Bridge and the New Downtown Bridge are located on the Indiana side of the Ohio River.

### **1.5.2 Project Coordination**

The Toll System Provider shall coordinate with the Developer and the DB Contractor and the equipment contractor(s) providing the reader and antennae equipment (individually and collectively, the “ETC Contractor”), each of which has been procured through separate procurement processes, in order to deliver the Project. The Toll System Provider shall be responsible for: system integration and oversight including confirming final design requirements, providing input on site specific details; review of tolling infrastructure design plans, schedule coordination for installation of all tolling infrastructure; toll related ITS and communications system components; roadway classification equipment and its testing and installation; testing of the tolling components and system; site inspections for the tolling infrastructure turnover; all back office operations including software, hardware, disaster recovery, and staffing; all customer service centers and their operations hardware and software; full service customer service website; contracting and coordinating with retail sites for customer services; walk-up centers and their staffing and operations, hardware and software; and TOC staffing and operations, hardware and software, as well as input into the network design and confirming network communications requirements for the tolling system.

Testing for the Project will encompass all required toll system component testing, as set forth in the Technical Requirements and Contract Documents through “end to end” testing which will include the full team of States Parties and other contractors procured by the States’ Parties and is the last step before tolling may commence.

DB Contractor and Developer have developed detailed schedules, which are included in the Reference Information Documents, for the Toll System Provider to coordinate tolling system roadside activities. With respect to the East End Bridge, upon Tolling Infrastructure Turnover (as defined in the public-private agreement between IFA and the Developer), the Toll System Provider will have a period of 120 days to install, test (component through end to end), and integrate all the required roadside equipment in order that the roadside equipment is ready for tolling and the other applicable milestones that will be set forth in the Agreement are achieved. With respect to the Downtown Bridges, the Toll System Provider shall coordinate its schedule and activities with the DB Contractor in order meet the milestones for roadside equipment that will be set forth in the Agreement.

The Toll System Provider shall provide an AET system. The system shall use multiprotocol ETC readers, which shall process both home agency and interoperable transactions, video transactions, assign rates to Traffic Transactions, process images, and interface with an interoperable agency with a BOS. The Toll System Provider shall also provide system maintenance for the TCS and the fiber communication networks. Toll System Provider shall provide staffing and support service for the entire TCS, including CSC support operations, toll operations of the roadway, violations processing, and Software and Hardware support for each of the operations and the roadside equipment functions, along with management of maintenance and support operations.

The multiprotocol readers will read the following transponders and protocols in an open road tolling environment:

1. The 18000-6C protocol; and
2. The E-ZPass IAG tag protocol.

The multi-protocol readers including antenna and cabling, and transponders have been procured separately through the ETC Contractor, and Toll System Provider shall integrate the equipment purchased from the ETC Contractor. The equipment that was purchased by the Joint Board from the ETC Contractor is listed in Exhibit L to the Agreement.

The completed Traffic Transactions, including both AVI and image based, will be sent to a BOS for posting and violation processing that is to be provided by Toll System Provider. There will be a requirement for reconciliation and reporting of all Traffic Transactions for each tolling point and an accounting for all Traffic Transactions posted to the BOS. In addition, there will be reconciliation and reporting requirements related to all Traffic Transactions sent to and processed by the BOS supplied by Toll System Provider. The Joint Board requires complete visibility into all aspects of the Traffic Transaction processing through the life cycle of each Traffic Transaction to each possible Traffic Transaction “end” state. The Toll System Provider is required to work closely with a Revenue Control Manager that will be separately procured by KYTC on behalf of the Joint Board, and will coordinate with the Custodian in achieving this requirement.

Toll System Provider will be responsible for the TOC and its day-to-day activities of operating the tolling aspects of the Ohio River Bridges Project. Toll System Provider shall staff the TOC, providing the necessary equipment to monitor the roadway at all hours, providing update and status of equipment on the roadway, working successfully with the Joint Board and States’ Parties through incident management on the Ohio River Bridges Project and providing any and all support necessary to keep the tolling aspects of the Ohio River Bridges Project open and available for traffic and revenue collection at all times.

The scope of the Toll System Provider’s Work for providing the roadside tolling related components consists of the below major categories:

1. Roadside Electronic Toll Collection System. Includes all equipment necessary for the TCS to meet the Technical Requirements, such as the following: multi-protocol readers and antennas (to be provided by the ETC Contractor), in-pavement loops, zone controllers, violation enforcement cameras, toll lane vehicle detection equipment, roadside cabinets, communications from cabinet to controller, power from cabinet to devices, power back-up systems, mounts, brackets, and other incidental items to complete the installation, testing, and integration services. Toll Zone gantries and equipment pads will be installed by the DB Contractor (on the Downtown Bridges) and the Developer (on the East End Crossing). Equipment will be installed by the Toll System Provider. Integration of equipment into the TCS will be the responsibility of the Toll System Provider working collaboratively and in coordination with the ETC Contractor.

2. Toll-Related ITS. The Toll System Provider will be required to install CMS equipment for the ITS related to the TCS to successfully monitor and operate the Ohio River Bridges Project from the TOC. The DB Contractor and Developer will provide roadway ITS equipment and systems for usual and customary roadway maintenance and traffic management. The Toll System Provider will be required to coordinate this work with the DB Contractor and Developer. The toll-related ITS includes the following: toll-related ITS cameras, integration of toll rate CMS, and coordination of the installation of the TCS ITS with the DB Contractor, Developer, TRIMARC, KYTC TMC and INDOT TMC.

3. Communications. As envisioned, communication requirements include the following: LAN (between the toll gantry and toll equipment pad) and WAN (between toll equipment pad and TCS back office) design review, input into design, installation, testing, and integration to support the tolling infrastructure. The installation of fiber optic cabling for the LAN and logical layer(s) is the responsibility of the Toll System Provider. The physical layer (duct bank, conduit, fiber, patch panel) will be furnished and installed by the DB Contractor and Developer. The WAN shall be Toll System Provider's responsibility. Maintenance includes providing system maintenance for both the TCS and the fiber communication network, including maintenance of cabinets, patch panels, insect and rodent control of cabinets and communication equipment, maintenance of power supplies and generators, etc. A preliminary conceptual architecture is included in the Technical Requirements.

4. Toll Operations Center: The Toll System Provider shall also be responsible for providing the appropriate TOC to monitor the equipment, toll rate signs, effective toll rates, traffic conditions and TCS-related ITS devices, and operate the toll collection and roadway system on a day-to-day basis. A CCTV camera is required for each CMS. The toll rate sign cameras will be fully integrated, monitored and controlled in the TOC. The Toll System Provider will have primary control of all tolling components and toll related ITS components (toll rates signs, CMS, traffic cameras, etc.) to support TCS operations and will provide staffing for the operations of this center.

5. Back Office System and Customer Service Center: The roadside toll collection system will capture and process individual tolling point transactions by a vehicle and assign a calculated toll for revenue due. This Traffic Transaction along with the associated toll will be transmitted to an "off the shelf" based BOS for posting to a customer's account, processing post-paid transactions and/or for collections and, ultimately, violation processing. The RFP will contain a diagrammatic depiction of the conceptual flow to be developed into an ICD for the transaction flow between the roadside toll collection system and the financial system provided by the revenue control management and the custodian. The revenue control manager, who will procure a financial system, and the custodian will be procured by the Joint Board under separate procurement processes. The ICD for the roadside toll collection system equipment to the "off the shelf" back office will be the responsibility of the Toll System Provider. Additionally, once the Traffic Transaction has reached the BOS, all typical requirements of a standard back office operation should be included: transaction processing, account management, website for customer accounts, mobile device applications, IVR systems, image review (both manual and automated) hardware and software to support these operations, transponder fulfillment, mailing services, lockbox services and such other services described in the Technical Requirements. The Toll System Provider will provide staffing for this operation including

customer service representatives, image reviewers, staff for system and technology support, fulfillment staffing, lock box operation staffing, violation processing, administration, management and oversight of these operations. The CSC operations shall be staffed through existing customer service centers in other existing locations or at a customer service center to be opened in connection with the Project.

6. Customer Service Walk-Up Centers: Toll System Provider shall locate, lease and retrofit, and staff two (2) customer service centers. The leases shall be in the name of the Toll System Provider. One (1) walk-up customer service center must be located in Louisville, Kentucky and the other walk-up customer service center must be located in Jeffersonville, Indiana. These centers will serve as locations to establish customer accounts, pay violations, pay tolls, distribute transponders, and provide general information regarding the tolling operations of the Ohio River Bridges Project. The centers shall be staffed by local employees provided by Toll System Provider. These employees may be trained to support CSRs and image review but their primary responsibility will be to provide staffing for the customer center walk-up counters and interact with the public. Toll System Provider shall also staff a VPN to access the account management system.

7. Roadside Bi-Directional System: The roadside system shall operate the bi-directional flow of traffic of the facility and will be designed, furnished, and installed by Toll System Provider. The lanes of the Kennedy Bridge and the New Downtown Bridge are not intended to be bi-directional on a daily basis but only as a result of altering traffic configurations during construction or other repairs. The Toll System Provider shall be capable of reinstalling equipment necessary for bi-directional traffic in the event of future construction and rehabilitation or a Force Majeure Event. Toll System Provider will be responsible for coordinating its activities with the DB Contractor and the Developer, along with the Joint Board and the States' Parties.

8. Traffic Management Center Network Connectivity: The traffic management center network connectivity to the roadside system and toll operations system will be made to the INDOT TMC located in Indianapolis, Indiana and the Kentucky TMC operated by TRIMARC in Louisville, KY. The connection between the toll operations center and the two (2) state TMCs will be provided by Toll System Provider.

For more information about the Project, please visit: <http://kyinbridges.com/>. In addition, see Exhibit E for an overview of the site plan of the Ohio River Bridges Project and its planned sites for tolling points, as well as a straight line tolling diagram indicating tolling points.

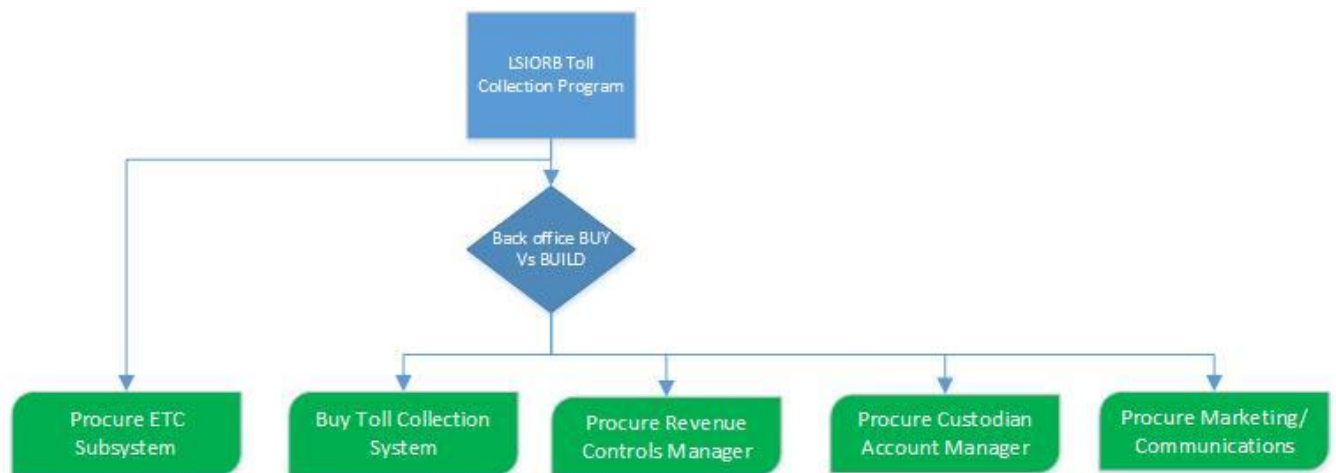
NOTE: The Joint Board is seeking an operational solution for the BOS. At this time, the Joint Board and the States' Parties have not completed their business rules for the tolling operation which offers an opportunity to "purchase" an existing back office operating system that is configurable to meet its needs. The Joint Board does not intend to "develop" a new back office solution from the ground up, but, rather, intends to utilize an existing system that is in current operation. The Joint Board and the States' Parties intend to be flexible in establishing their business rules to more easily conform to an existing system that is in use in connection with another tolling facility, within the limits of their individual statutory requirements. The Joint Board and the States' Parties intend to accommodate, modify, change, or implement their

business processes to conform to an existing system instead of their business processes driving the development of a new system.

However, it is important that each Proposer understand that the Proposer will need to demonstrate its TCS solution during the procurement process. It is up to the Proposer to determine the best methodology to demonstrate its TCS solution.

### 1.5.3 Coordination with Other Procurements

This procurement and Project is one of several major tolling-related procurements planned for the Ohio River Bridges Project. The other procurements are listed below. While this procurement will provide the major elements of the TCS, other procurements are required and equally important for the successful startup of toll operations on the Ohio River Bridges Project.



The table below lists the major procurements and brief scope of services for each. The table also indicates if a Responsible Proposer is or will be permitted to propose or bid on such other procurements.

ID	Title	Overview of major scope of services	Responsible Proposer can propose or bid
1	ETC Sub-system	<ul style="list-style-type: none"> <li>E-ZPass Transponders.</li> <li>Local Transponders (6c).</li> <li>Lane Kit (readers+ antenna cables).</li> <li>Ancillary support services.</li> </ul>	Selection of ETC Contractor has been completed.
2	Roadside Back Office System (Toll System Provider)	<ul style="list-style-type: none"> <li>This procurement</li> <li>Services described in this RFP.</li> </ul>	N/A

ID	Title	Overview of major scope of services	Responsible Proposer can propose or bid
3	Custodian	<ul style="list-style-type: none"> <li>Professional services for revenue custody and disbursement.</li> </ul>	No
4	Revenue Control Manager with Commercial Accounting System	<ul style="list-style-type: none"> <li>Financial services to oversee revenue assurance functions for Ohio River Bridges Project.</li> <li>May provide accounting system for financial reporting.</li> <li>Independent system for tracking flow of funds.</li> <li>General ledger system for tracking debts, credits reversals and adjustments to system.</li> <li>Financial reports.</li> </ul>	No
5	Audit Services	<ul style="list-style-type: none"> <li>Provides annual independent audit of financial statements provided by Revenue Control manager.</li> </ul>	No
6	Marketing and Communications	<ul style="list-style-type: none"> <li>Professional services to develop plan and implement marketing and communications to customers.</li> <li>Provide local marketing campaign for pre-operations account opening and Ohio River Bridges Project promotions.</li> </ul>	Selection of Marketing & Communications Vendor has been completed.

**1.5.4 IFA and Joint Board Responsibilities**

Subject to the terms of the Agreement, the Joint Board will:

- (a) Maintain operational oversight to determine whether the Toll System Provider is in compliance with the stated performance expectations.
- (b) Designate one or more project managers on behalf of the Joint Board to serve as its primary point of contact vis-à-vis the Toll System Provider with respect to the Project.
- (c) Coordinate the cooperation of its technical staff, including consultants, to the extent reasonably required for the Toll System Provider to discharge its obligations under the Agreement.
- (d) Provide access to the States’ Parties’ data systems and information to the extent reasonably required by the Toll System Provider to discharge its obligations under the Agreement.



(e) Provide contract administration with respect to the Joint Board's obligations under the Agreement.

(f) Perform periodic audits or field reviews as needed to monitor that the Toll System Provider is operating the program in accordance with applicable laws, rules, regulations and policies, as well as the terms of the Agreement.

(g) Perform oversight of billing and collection services and provide requested support for violation enforcement processes in both Indiana and Kentucky as needed.

## **1.6 Documents in the Request for Proposals**

The RFP consists of the following volumes, and any other documents that may be issued by Addendum, as such documents may be amended and supplemented:

Volume I - this ITP (including exhibits and forms)

Volume II - the Contract Documents (including exhibits)

Volume III - the Reference Information Documents

Refer to Section 1.2 of the Contract for a list of the Contract Documents and their order of precedence.

The Reference Information Documents, which can be found at <https://app.e-builder.net/da2/Documents/Explorer.aspx?PortalID={e99826d3-39ed-4b6c-8b68-8beaaea21551}> (Proposers must e-mail the Authorized Representative and provide up to two names and emails in order to obtain access to the data site) (the "FTP Site"), are included in the RFP for the purpose of providing information to Proposers. Except as may be expressly provided otherwise in the Contract Documents, (a) the Reference Information Documents are not mandatory or binding on Proposer, Toll System Provider, the Joint Board or the States' Parties, and (b) Proposers are not entitled to rely on the Reference Information Documents or any opinions, suggestions, directions or recommendations therein as presenting design, engineering, construction, installation, integration, software, hardware, operating or maintenance solutions or other direction, means or methods for complying with the requirements of this procurement, the Contract Documents, Governmental Approvals or applicable Laws.

Except as may be expressly provided otherwise in the Contract Documents, neither IFA, nor the Joint Board, nor any States' Party, shall be responsible or liable in any respect for any causes of action, suits, judgments, claims, expenses, damages or losses whatsoever suffered by any Proposer by reason of (a) any use, in connection with participation in this procurement, of information, opinions or recommendations contained in the Reference Information Documents, or (b) any action or forbearance in reliance on the Reference Information Documents. Although the Reference Information Documents may include interpretations, extrapolations, analyses and recommendations concerning data, design solutions, technical issues and solutions and construction, integration and installation means and methods, such interpretations, extrapolations, analyses and recommendations are (i) preliminary in nature

and, in many cases, are obsolete; (ii) not intended to express the views or preferences of IFA, the Joint Board, any States' Party, or any other Governmental Entity or represent any statement of approval or acceptance thereof by IFA, the Joint Board, any States' Party, or any other Governmental Entity; and (iii) not intended to form the basis of a Proposer's design solutions, technical solutions or construction, integration, system and installation means and methods. Except as may be expressly provided otherwise in the Contract Documents, a Proposer shall use or not use the Reference Information Documents at its sole risk and remain solely responsible and liable for (x) all investigations and analyses relating to the Project, including those relating to software, hardware, gantries, system development, site conditions, geotechnical conditions, Utilities, structures and bridge design, (y) the preparation of its Proposal, and (z) any design, construction, installation, system and integration solutions, means, and methods that they select, in each case, without regard to anything contained in the Reference Information Documents.

Neither IFA nor the Joint Board, nor any States' Party, represents or warrants that the information, opinions and recommendations contained in the Reference Information Documents are complete or accurate or that such information, opinions and recommendations are in conformity with the requirements of the RFP, Governmental Approvals or applicable Laws. Proposers shall have no right to compensation, time extension or other claim in connection with participation in this procurement based on any incompleteness or inaccuracy in the Reference Information Documents, except as otherwise expressly provided in the Contract Documents.

Nothing contained in this Section 1.6 is intended to diminish or derogate from the rights of Toll System Provider for compensation or time relief in connection with Change Orders as provided in the Agreement.

**1.7 Procurement Schedule, Address for Proposal Delivery and Signature Deadline**

**1.7.1 Procurement Schedule**

The following represents the current schedule for the procurement.

<b><u>EVENT</u></b>	<b><u>DATE and TIME</u></b>
Issue Final RFP	December 8, 2014
Proposers Submit Responsibility Information to IFA and the Joint Board	January 5, 2015 at noon eastern
Notification from IFA/Joint Board to Proposers re: Responsibility Information	January 13, 2015
Last date for Proposer submittal of questions regarding the RFP, as described in <u>Section 2.3.1</u> (other than as to Addendum #1 to the RFP)	January 15, 2015 at noon eastern

<b><u>EVENT</u></b>	<b><u>DATE and TIME</u></b>
Last date to submit Key Personnel pursuant to <u>Section 2.9.4</u>	January 16, 2015 at noon eastern
Last date for IFA responses to Key Personnel submittal	January 27, 2015
Last date for IFA responses to timely submitted questions regarding the RFP (if necessary)	January 27, 2015
Last date to resubmit Key Personnel pursuant to <u>Section 2.9.4</u> for any disapproval	January 30, 2015 at noon eastern
Last date for IFA responses to resubmittal of Key Personnel	February 5, 2015
Last date for Proposer submittal of questions regarding Addendum #1 to the RFP, as described in <u>Section 2.3.1</u>	January 30, 2015 at noon eastern
Proposal Due Date (Responsible Proposers only)	February 10, 2015 at noon eastern
Anticipated Notification of Preferred Proposer	February 25, 2015
Completion of Negotiations	March 11, 2015
Execution of Agreement and Other Execution Documents by Preferred Proposer	March 12, 2015
Award and Execution of Agreement and Other Execution Documents (unless extended pursuant to <u>Section 1.7.3</u> )	May 1, 2015

All dates set forth above and elsewhere in this RFP are subject to change, in the Joint Board's sole discretion, by Addendum.

### **1.7.2 Address for Delivery of Responsibility Information and Proposals**

Responsibility Information and completed Proposals shall be submitted and delivered (in the case of Proposals, in sealed containers) no later than the respective dates and times specified in Section 1.7.1. The Proposals and Responsibility Information are to be delivered to IFA at the following address:

Indiana Finance Authority  
c/o Parsons Transportation Group  
100 Witherspoon Street  
Suite 1227  
Louisville, Kentucky 40202  
Attention: Ms. Carrie Mackenzie

### **1.7.3 Deadline for Execution of Agreement and Other Execution Documents**

If a Proposer is selected as the Preferred Proposer for negotiations or execution of the Agreement, then that Proposer shall be required to, on or before the date specified in Section 1.7.1 for Agreement execution, deliver to IFA executed copies of the Agreement and the documents required under Section 5.1.1.

The Joint Board may, in its sole discretion, extend the deadline for Agreement execution by written notice to the Preferred Proposer, but may not extend the date of commercial close beyond the 180 day Proposal validity period without mutual agreement by the Preferred Proposer.

## **1.8 General Provisions Regarding Proposals**

### **1.8.1 Proposal Contents**

As used in this procurement, the term "Proposal" means a Proposer's complete response to this RFP, including (a) a Technical Proposal, including properly completed Proposal forms, and (b) a Price Proposal, including properly completed Proposal forms (to be delivered directly to IFA).

Requirements for the Technical Proposal and the Price Proposal are set forth in Exhibits B and C, respectively, and a checklist showing the required contents and order of the entire Proposal is found in Exhibit F. The Proposal shall be organized in the order listed in Exhibit F, and shall be clearly indexed. Each Proposal component shall be clearly titled and shall be submitted without reservations, qualifications, conditions or assumptions set forth therein. Any failure to provide all the information and all completed forms in the format specified, or submittal of a Proposal subject to any reservations, qualifications, conditions or assumptions, may result in IFA's rejection of the Proposal or giving it a lower rating. All blank spaces in the Proposal forms must be filled in as appropriate. Except as expressly provided in the Proposal forms (e.g., requirements to fill the forms out, etc.), no substantive change shall be made in the Proposal forms by the Proposer and no additional information shall be provided in connection with the Proposal forms to explain the contents of what has been filled out by the Proposer. In addition, no additional information shall be submitted electronically beyond what is included in the hard copies of the Proposal.

### **1.8.2 Inclusion of Proposal in Contract Documents**

Portions of the successful Proposer's Proposal will become part of the Contract Documents, as specified in the Agreement. All other information is for evaluation purposes only and will not become part of the Contract Documents.

### **1.8.3 Commitments in the Proposal**

Each Proposal will be interpreted and evaluated based on the commitments provided by the Proposer. Tentative commitments will be given no consideration. For example, phrases such as "we may" or "we are considering" will be given no consideration in the evaluation process

since they do not indicate a commitment (such as when phrases similar to “we will” or “we shall” are used).

#### **1.8.4 Ownership of Proposal and Applicability of Public Records Act**

All documents submitted by the Proposer in response to the RFP shall become the property of IFA and will not be returned to the Proposer.

All written and electronic correspondence, exhibits, photographs, reports, printed material, tapes, disks, designs, and other graphic and visual aids submitted to IFA during this procurement process, whether included in the Proposal or otherwise submitted, become the property of IFA upon delivery to IFA and will not be returned to the submitting parties.

Proposers shall familiarize themselves with the provisions of the Public Records Act. All materials submitted by Proposers, including the Proposals, shall be subject to the Public Records Act and any other Laws applicable to the disclosure of documents submitted under this RFP. For purposes of this section and the Public Records Act, the Responsibility Information shall be considered part of the Proposal. Specifically, Proposers are advised that, except for portions of the Proposals that fall under a specific exemption of the Public Records Act, Proposals will be made available to the public pursuant to a request submitted under the Public Records Act. In furtherance thereof, Proposers (other than the Preferred Proposer) will be required to submit a redacted copy of their respective Proposals to IFA no later than 15 days after execution of the Agreement by IFA or termination of the procurement without execution of the Agreement, with redactions limited to only those portions of the Proposal that IFA determines fall under a specific exemption of the Public Records Act (and such Proposers shall be required to submit, for IFA’s review and approval, documentation identifying the specific exemption asserted and such other information requested by IFA in order for IFA to assess the eligibility of such portions of the Proposal for exemption from publication). Notwithstanding any proposed redactions and/or claims of exemption asserted by any Proposer, IFA shall have sole discretion to determine the applicability of any exemptions under the Public Records Act and of the contents to be disclosed in response to a request thereunder. Failure of a Proposer (other than the Preferred Proposer) to submit a redacted form of its Proposal, containing only those redactions consistent with IFA’s determination as to the content that may be redacted, to IFA by 15 days after execution of the Agreement by IFA (or termination of the procurement without execution of the Agreement) shall constitute consent by such Proposer to, and a waiver of any right to contest, disclosure by the Joint Board, IFA or any States’ Party of such Proposer’s Proposal in its entirety, without redaction, in response to a request submitted under the Public Records Act. As between a Proposer and a third party requesting disclosure under the Public Records Act (as opposed to as between a Proposer and IFA exercising its sole discretion rights pursuant to this ITP), this Section 1.8.4 shall not constitute a waiver of the Proposer’s rights under the Public Records Act.

In no event shall the Joint Board, IFA or any other States’ Party or any of their respective agents, representatives, consultants, directors, officers or employees be liable to a Proposer or any Proposer team member for the disclosure of any materials or information submitted in response to this RFP.

Submission of a Proposal constitutes the Proposer's agreement to the provisions of this Section 1.8.4. See also Section 2.5. The obligations of the Preferred Proposer relating to redacted copies of its Proposal are set forth in Section 4.11.1(c).

## **1.9 Federal Requirements and Funding**

Proposers are advised that the RFP has been drafted on the basis that the Project will be partially funded with federal-aid funds. Accordingly, the procurement documents and Contract Documents conform to requirements of applicable federal law and FHWA regulations, including those set forth in Exhibit F to the Agreement and Buy America requirements, Title VI of the Civil Rights Act of 1964, as amended, regarding Equal Employment Opportunity (EEO) and Title 49 Code of Federal Regulations (CFR) Part 26, as amended, regarding Disadvantaged Business Enterprises (DBEs). It is the intent of IFA and the Joint Board that the RFP Documents, and the procurement itself, afford all Proposers nondiscriminatory bidding procedures regardless of national, state or local boundaries and without regard to race, color, religion, sex, national origin, age, or handicap. The Joint Board views State and Commonwealth laws, specifications, regulations and policies that are relevant to this procurement and the Project as not contrary to applicable federal law and FHWA regulations, but, in the abundance of caution, if the Joint Board determines that any provisions of State or Commonwealth laws, specifications, regulations, or policies operate in any manner contrary to any federal requirements, including those mentioned specifically in the second sentence of this Section 1.9, so as to prevent submission of a Proposal, or prohibit consideration of a responsive Proposal submitted by any responsible Proposer, such provisions shall not be applicable to the Project. In light of the foregoing, IFA and the Joint Board reserve the right, in their respective sole discretion, to modify the procurement process described herein to address any concerns, conditions or requirements of FHWA. Proposers will be notified of any such modifications as provided in Section 2.3.2.

### **1.9.1 EEOC; DBE Requirements**

The IFA and the other States' Parties are Equal Employment Opportunity employers.

The Joint Board has determined that the DBE requirements apply to design and construction of the Ohio River Bridges Project, and has adopted a DBE program to provide DBEs opportunities to participate in the business activities of the Joint Board as service providers, vendors, contractors, subcontractors, advisors, and consultants. The Joint Board has adopted the definition of DBEs set forth in 49 CFR § 26.5. DBE compliance obligations for the Ohio River Bridges Project shall be governed by all applicable federal DBE regulations, including Title 49 CFR Part 26, as well as applicable requirements set forth in the Contract Documents and INDOT's "DBE Program Manual."

The Joint Board has determined that there is a 0% DBE Goal for the Project. Nonetheless, creative efforts to expand inclusion of other disadvantaged, minority- and women-owned firms and workers shall be encouraged.

## **1.10 Insurance Requirements**

Proposers are cautioned to carefully review the minimum insurance requirements set forth in the Agreement and shall take these minimum requirements into account in developing their respective Proposals.

## **1.11 Qualification To Do Business**

On or before the date of execution of the Agreement and the Other Execution Documents by IFA and continuing through the end of the Maintenance Term, Toll System Provider must be qualified to transact business in the State and the Commonwealth.

## **SECTION 2.0 PROCUREMENT PROCESS**

### **2.1 Procurement Method**

This RFP is issued pursuant to Indiana Code 8-15.5 et seq., as amended, and other applicable provisions of Indiana and federal Law. The Joint Board will award the Agreement (if at all) to the responsive Proposer offering a Proposal meeting the standards set by the Joint Board and which is determined by the Joint Board, through evaluation based upon the criteria set forth in the applicable Law and this RFP, to provide the best value to the Joint Board and to be in the best interest of the State and the Commonwealth.

The Joint Board will accept Proposals for the Project only from Responsible Proposers.

The Joint Board will not review or consider multiple or alternative proposals.

### **2.2 Receipt of the Request for Proposal Documents, Communications and Other Information**

The RFP will be issued and made available to Proposers in electronic format on the secure file transfer site for the Project, located at the Website.

#### **2.2.1 Authorized Representative**

The Joint Board has designated the following individual to be its authorized representative for the procurement (the "Authorized Representative"):

One North Capitol Avenue, Suite 900  
Indianapolis, Indiana 46204  
Attention: Silvia Perez  
Telephone: (317) 234-7701  
Fax: (317) 232-6786  
Email: sperez@ifa.in.gov

From time to time during the procurement process or during the term of the Agreement, IFA may designate another Authorized Representative or Representatives to carry out some or all of the Joint Board's obligations pertaining to the Project.

#### **2.2.2 Identification of Proposer Authorized Representative**

A Proposer shall identify in its Proposal a Proposer Authorized Representative. If a Proposer changes its Proposer Authorized Representative to receive documents, communications or notices in connection with this procurement subsequent to its submission of its Proposal, the Proposer shall provide the Joint Board's Authorized Representative with the name and address of such new Proposer Authorized Representative. Failure to identify a Proposer Authorized Representative in writing may result in the Proposer failing to receive important communications from IFA or the Joint Board. Neither IFA nor the Joint Board is responsible for any such failure.



### 2.2.3 Rules of Contact

From and after the date of issuance of this RFP and ending on the earliest of (i) the execution and delivery of the Agreement, (ii) rejection of all Proposals by the Joint Board or (iii) cancellation of the RFP, the following rules of contact shall apply. These rules are designed to promote a fair and unbiased procurement process. Contact includes face-to-face, telephone, facsimile, electronic-mail (e-mail), other electronic means or formal written communication.

The specific rules of contact are as follows:

(a) No Proposer nor any of its team members may communicate with another Proposer or its team members through its employees, agents or representatives with regard to the RFP or either team's Proposal, except that (i) subcontractors that are shared between two or more Proposer teams may communicate with their respective team members so long as those Proposers establish a protocol to ensure that the subcontractor will not act as a conduit of information between the teams and (ii) this prohibition does not apply to public discussions regarding the RFP at any IFA sponsored informational meetings.

(b) Each Proposer shall designate one representative responsible for contacts with IFA and the Joint Board, and shall correspond with IFA and the Joint Board regarding the RFP only through the Joint Board's Authorized Representative and the Proposer Authorized Representative.

(c) No Proposer or representative thereof, nor any of its team members or representatives thereof, through either of their respective employees, agents or representatives shall have any *ex parte* communications regarding the RFP or the procurement described herein with any member of the Joint Board, or any States' Party, or with any IFA, Joint Board, or any States' Party's board, staff, advisors, contractors, counsel or consultants involved with the procurement, except for communications expressly permitted by the RFP or except as approved in advance by the Authorized Representative or the Public Finance Director, in her sole discretion. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFP or participation in public meetings of the Board or any public or Proposer workshop related to the RFP. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of the Joint Board.

(d) Proposers and their team members shall not directly contact the following identified stakeholders (the "Stakeholders") regarding the Project, including employees, representatives and members of the entities listed below, it being the intent of the Joint Board that IFA provide any necessary coordination during the RFP stage with such entities in order that, among other things, the procurement be implemented in a fair, competitive and transparent manner and with uniform information:

- FHWA;
- Developer;
- DB Contractor;
- Environmental, regulatory and permitting agencies; and
- Utilities (other than communication/network service providers).

Information requests concerning these entities should be sent to the Joint Board’s Authorized Representative, who, in the sole discretion of IFA, on behalf of the Joint Board, may arrange for a general meeting between one or more of these entities and the Proposers. Such meetings will be open to all Proposers and will not include discussion of any confidential matters. Following any such general meeting, IFA, on behalf of the Joint Board, may allow individual meetings between a Proposer and such entity(ies); provided; however; that such Proposer notifies IFA in writing of any planned meeting in advance and sends IFA an agenda for such meeting. In such event, IFA and the Joint Board reserve the right, in their sole discretion, but without obligation, to send a representative to such meeting.

(e) Any communications determined by the Joint Board, in its sole discretion, to be improper may result in disqualification. “Improper” as used herein means detrimental or prejudicial to the integrity of the procurement.

(f) Any official information regarding the Project will be in writing, on IFA letterhead, and signed by the Joint Board’s Authorized Representative or designee.

(g) None of IFA, the States Parties or the Joint Board will be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified in this Section 2.2.3.

The Proposer shall note that no correspondence or information from IFA or the Joint Board or anyone representing IFA or the Joint Board regarding the RFP or the procurement process in general shall have any effect unless it is in compliance with Section 2.2.3(f).

#### **2.2.4 Language Requirement**

All correspondence regarding the RFP, Proposal, and Agreement are to be in the English language. Except as may be otherwise expressly permitted in these RFP Documents, if any original documents required for the Proposal are in any other language, the Proposer shall provide an English translation certified by the Proposer, which shall take precedence in the event of conflict with the original language.

## 2.3 Questions and Responses Regarding the RFP and Addenda

### 2.3.1 Questions and Responses Regarding the RFP

Proposers shall be responsible for reviewing the RFP and any Addenda issued by IFA prior to the Proposal Due Date, and for requesting written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error or omission contained therein, or of any provision which the Proposer fails to understand. Failure of the Proposer to request such clarification(s) or interpretations and to so examine and inform itself shall be at its sole risk, and no relief for perceived discrepancy, deficiency, ambiguity, error or omission contained therein will be provided by the Joint Board. Proposers shall submit requests for written clarification in accordance with this Section 2.3.1. IFA, on behalf of the Joint Board, reserves the right not to respond to any such clarification requests received after the last date for Proposer submittal of questions regarding the RFP, as set forth in Section 1.7.1. To the extent responses are provided, they will not be considered part of the Contract Documents, nor will they be relevant in interpreting the Contract Documents, except as expressly set forth in the Contract Documents.

IFA will only consider comments and questions regarding the RFP, including requests for clarification and requests to correct errors, if submitted by a Proposer to the Authorized Representative, by electronic transmission (with facsimile or hard copy delivered within 48 hours thereafter) in the prescribed format.

Such comments/questions may be submitted at any time prior to the applicable date specified in Section 1.7.1 or such later date as may be specified in any Addendum and shall: (i) be submitted electronically in writing in Microsoft Word format, using the form set forth in Form M; (ii) be sequentially numbered; (iii) identify the document (e.g., the Agreement, Technical Requirements, etc.); (iv) identify the relevant section number and page number (e.g., Technical Requirements, Section BO, page 3-9) or, if it is a general question, indicate so; (v) not identify the Proposer's identity in the body of the question or contain confidential information; and (vi) indicate whether the question is a Category 1, 2, 3 or 4 question.

As used above, "Category 1" means a potential "go/no-go" issue that, if not resolved in a fashion acceptable to Proposer, may preclude the Proposer from submitting a Proposal. "Category 2" means a major issue that, if not resolved in a fashion acceptable to Proposer, will significantly affect value for money or, taken together with the entirety of other issues, may preclude the Proposer from submitting a Proposal. "Category 3" means an issue that may affect value for money, or another material issue, but is not at the level of a Category 1 and Category 2 issue. "Category 4" means an issue that is minor in nature, a clarification, a comment concerning a conflict between documents or within a document, etc.

Proposers will be limited to 75 comments/questions in the aggregate for the RFP (inclusive of the ITP and the Agreement), with a new limit applying to each Addenda; provided, however, that the foregoing limitation shall not apply to the Technical Requirements. If a question has more than one subpart, each subpart will be considered a separate question. Questions relating to the Technical Requirements, corrections of typographical errors, incorrect cross references or inconsistencies within or among the RFP Documents will be excluded from the

100-question limitation. Notwithstanding this paragraph, IFA may, in its sole discretion, change the maximum number of comments/questions for future RFP versions by Addendum. In accordance with this discretion, for purposes of Addendum #1, Proposers are limited to 10 questions regarding the RFP Documents, exclusive of the Technical Provisions.

No telephone or oral requests will be considered. Proposers are responsible for ensuring that any written communications clearly indicate on the first page or in the subject line, as applicable, that the material relates to the Project. No requests for additional information or clarification to any Person other than the Authorized Representative will be considered. Questions may be submitted only by the Proposer Authorized Representative or their designee, and must include the requestor's name, address, telephone and facsimile numbers, and the Proposer he/she represents. IFA, on behalf of the Joint Board, will only provide responses to the Proposer Authorized Representative notwithstanding any submission on Proposer's behalf by any designee.

The questions and responses by IFA on behalf of the Joint Board will be in writing and will be delivered to all Proposers, except that IFA intends to respond individually to those questions identified by a Proposer or deemed by IFA as containing confidential information. If a Proposer believes a question contains confidential information (including that the question itself is confidential), it may mark such question as "confidential." IFA reserves the right to disagree with Proposer's assessment as to the confidentiality of information in the interest of maintaining a fair process or complying with applicable Laws. Under such circumstances, IFA will inform the Proposer and may allow the Proposer, within a time period set by IFA, to withdraw the question, rephrase the question, have the question answered non-confidentially or, if IFA determines that it is appropriate to provide a general response, IFA will modify the question to remove information that IFA determines is confidential. If a Proposer fails to respond to IFA within the time period set by IFA, such failure shall be deemed Proposer's consent to IFA's answering the question non-confidentially. IFA may rephrase questions as it deems appropriate and may consolidate similar questions. IFA may also create and answer questions independent of the Proposers. IFA, on behalf of the Joint Board, contemplates issuing multiple sets of responses at different times during the procurement process. Except for responses to questions relating to the issuance of Addenda to the RFP, the last set of responses will be issued no later than the date specified in Section 1.7.1. A consolidated, final set of questions and answers will be compiled and delivered to the successful Proposer prior to award.

IFA may convene pre-Proposal submission meetings with Proposers as it deems necessary (see Section 2.4), and Proposers must make themselves available to IFA and the Joint Board for such pre-Proposal submission meetings and to discuss any matters they submit to IFA under this Section 2.3.1. If IFA, on behalf of the Joint Board, determines, in its sole discretion, that its interpretation or clarification requires a change in the RFP, IFA will prepare and issue an Addendum.

### **2.3.2 Addenda**

The Joint Board reserves the right, in its sole discretion, to revise, modify or change the RFP and/or procurement process at any time before the Proposal Due Date (or, if Proposal

Revisions are requested, prior to the due date for Proposal Revisions). Any such revisions will be implemented through issuance of Addenda to the RFP. Addenda will be posted on the Website, and Proposers will be notified of the issuance of such Addenda. If any Addendum significantly impacts this RFP, as determined in the Joint Board's sole discretion, the Joint Board may change the Proposal Due Date. The announcement of such new date will be included in the Addendum. In addition, if the last date for the Proposer to submit questions regarding the RFP has occurred or has changed, the Addendum will indicate the latest date for submittal of any clarification requests concerning the Addendum.

Each Proposer shall acknowledge in its Proposal Letter (see Form A) receipt of all Addenda and question and answer postings. Failure to acknowledge such receipt may cause a Proposal to be deemed non-responsive and be rejected. IFA, on behalf of the Joint Board, reserves the right to hold group meetings with Proposers and/or one-on-one meetings with each Proposer to discuss any Addenda or response to requests for clarifications. IFA does not anticipate issuing any Addenda later than five (5) Business Days prior to the Proposal Due Date. However, if the need arises, IFA, on behalf of the Joint Board, reserves the right to issue Addenda after such date. If IFA finds it necessary to issue an Addendum after such date, then any relevant processes or response times necessitated by the Addendum will be set forth in a cover letter to that specific Addendum, including any extension to the Proposal Due Date determined necessary by the Joint Board, in its sole discretion.

## **2.4 Pre-Proposal Submission Meetings**

### **2.4.1 Informational Meetings**

IFA, on behalf of the Joint Board, may hold joint informational meetings with all Proposers at any time prior to the Proposal Due Date. Informational meetings may be held either in-person or by telephone or other electronic means. If held other than in-person, the meeting will permit interactive communication between all Proposers and the Joint Board. IFA will provide written notice of any such informational meetings to all Proposers. If the meeting is conducted by telephonic or electronic means, the notice will inform Proposers of the manner of the meeting.

Each Proposer shall attend informational meetings with appropriate members of its proposed key management personnel.

### **2.4.2 One-on-One Meetings**

No one-on-one meetings are currently scheduled or anticipated during the procurement. However, the Joint Board may, in its sole discretion, conduct one-on-one meetings or calls with each Proposer on such dates designated by IFA in writing to the Proposers, to discuss issues and clarifications regarding the Project and Project-related documents or communications provided by IFA or the Proposers (including the RFP). The Joint Board reserves the right to disclose to all Proposers any issues raised during any of the one-on-one meetings; provided, however, that IFA will not disclose such issues if the Joint Board, in its sole discretion, determines that disclosure (i) would (x) impair the confidentiality of information submitted as part of this procurement or (y) would reveal a Proposer's confidential business strategies; (ii) is not necessary in order to address an error, mistake, omission, conflict or ambiguity in the

Project-related documents, (iii) is not necessary for purposes of fairness and transparency; and (iv) is not required by the Public Records Act. Participation at such meetings by the Proposers shall be mandatory. Representatives of FHWA, IFA, the other States' Parties and their respective consultants may attend and participate in one-on-one meetings.

Any one-on-one meetings are subject to the following rules:

- The meetings are intended to provide Proposers with a better understanding of the Project and Project-related documents or communications provided by IFA, on behalf of the Joint Board.
- The Joint Board, except as provided in this ITP, will not discuss with any Proposer any information submitted as part of this procurement (including other Proposals) other than its own.
- Proposers shall not seek to obtain commitments from IFA or the Joint Board in the meetings or otherwise seek to obtain an unfair competitive advantage over any other Proposer.
- No aspect of these meetings is intended to provide any Proposer with access to information that is not similarly available to other Proposers. Accordingly, material information about the Project or procurement that the Joint Board reveals or discusses in response to questions raised in a one-on-one meeting will, except as provided in this ITP, be revealed to the other Proposers.
- The discussions or any statements made by either party in one-on-one meetings shall not be binding on such Person.
- No part of the evaluation of Proposals will be based on the conduct or discussions that occur during one-on-one meetings.

Persons attending the one-on-one meetings will be required to sign an acknowledgment of the foregoing rules at each meeting.

### **2.4.3 Questions and Responses During One-on-One Meetings**

During one-on-one meetings, Proposers may ask questions, and the Joint Board may provide responses. However, any responses provided by the Joint Board during one-on-one meetings may not be relied upon unless (i) questions were submitted in writing and (ii) IFA, on behalf of the Joint Board, provided written responses in accordance with Section 2.3.1 (and then, only to the extent provided in Section 2.3.1 and in the Contract Documents). Such questions and responses will be provided in writing to all Proposers, except to the extent such questions are deemed by the Joint Board, in its sole discretion, to contain confidential information relating to a particular Proposer's Proposal unless, in either case, the Joint Board believes such disclosure is necessary in the interest of maintaining a fair process or complying with applicable Law). Nothing stated at any pre-Proposal meeting or included in a written record or

summary of a meeting will modify the ITP or any other part of the RFP unless it is incorporated in an Addendum issued pursuant to Section 2.3.2.

## **2.5 Confidentiality**

Pursuant to the Public Records Act, with certain specified exceptions, the records related to this procurement, including the Proposals, Pre-Proposal Submittals, evaluation and selection procedures, and the records created during the discussion, negotiations, evaluation and selection process will remain confidential records. Pursuant to IC 8-15.5-4-2(5), IFA may not disclose the contents of Proposals during discussions or the substance of negotiations with Proposers to other Proposers. Following the preliminary selection of the Preferred Proposer as Toll System Provider by IFA, on behalf of the Joint Board, under IC 8-15.5-4-8, the Preferred Proposer's Proposal shall be made publically available for inspection and copying (except for portions that may be treated as confidential in accordance with IC 5-14-3). See also Section 1.8.4.

IFA, on behalf of the Joint Board, shall disclose the contents of all Proposals if it receives a proper Public Records Act request, except the parts of the Proposals that may be treated as confidential in accordance with IC 5-14-3, when either (1) the RFP process is terminated or (2) Contract Documents have been fully executed. (IC 8-15.5-4-13, IC 5-14-3). Subject to the provisions of this Section 2.5 and the other terms and conditions of the ITP with respect to permitting the Proposer and/or IFA or the Joint Board to assert claims of confidentiality and to defend against requests for disclosure, each Proposer, by submitting a Proposal to the Joint Board in response to this RFP, consents to such disclosure and expressly waives any right to contest such disclosure under the Public Records Act.

If a Proposer has special concerns about information which it desires to make available to IFA but which it believes constitutes a trade secret or is otherwise exempt from disclosure under the Public Records Act, such responding Proposer team shall specifically and conspicuously designate that information by placing "CONFIDENTIAL" in the header or footer of each such page affected. Any such designation of trade secret or other basis for exemption shall be accompanied by a concise statement of reasons supporting the claim including the specific Law that authorizes the exemption from disclosure under the Public Records Act. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for IFA and the Joint Board to treat the entire Proposal as public information. Neither IFA nor the Joint Board will advise a submitting party as to the nature or content of documents entitled to protection from disclosure under the Public Records Act or other applicable Laws, as to the interpretation of such Laws, or as to definition of trade secret. Nothing contained in this provision shall modify or amend requirements and obligations imposed on IFA or the Joint Board by the Public Records Act or other applicable Law. The provisions of the Public Records Act or other Laws shall control in the event of a conflict between the procedures described above and the applicable law.

If a request is made for disclosure of the Proposals (other than for such disclosures required by Indiana Code 8-15.5 et seq., as amended) prior to award of the Agreement, IFA will take reasonable steps to notify the Proposer and submit a request for advice from IFA General Counsel prior to disclosing any such documents in accordance with the Public Records Act

and other applicable Law. The Proposer shall then have the opportunity to either consent to the disclosure or assert its basis for non-disclosure and claimed exception under the Public Records Act or other applicable Law to the IFA General Counsel within the time period specified in the notice issued by IFA (if any) and prior to the deadlines for release set forth in the Public Records Act and other applicable Law. However, it is the responsibility of the Proposer to monitor such proceedings and make timely filings. IFA and the Joint Board each may, but are not obligated to, make filings of their own concerning possible disclosure; however, IFA and the Joint Board are under no obligation to support the positions of the Proposer. By submitting a Proposal to the Joint Board in response to this RFP, Proposer consents to, and expressly waives any right to contest, the provision by IFA to IFA General Counsel of all, or representative samples of, the Proposal in accordance with the Public Records Act. IFA and the Joint Board shall have no responsibility or obligation for a failure of IFA General Counsel to respond or to respond timely to any request for advice and IFA and the Joint Board shall not be required to wait therefor if it is required to disclose or otherwise take action under the Public Records Act or other applicable Law. **Under no circumstances will IFA, the Joint Board, any States' Party, or their respective officers, employees, contractors or consultants, employees or consultants be responsible or liable to a Proposer or any other party as a result of disclosing any such materials, including materials marked "CONFIDENTIAL," whether the disclosure is deemed required by Law or by an order of court or IFA General Counsel or occurs through inadvertence, mistake or negligence on the part of IFA, the Joint Board, any States' Party, or their respective officers, employees, contractors or consultants.**

All Proposals received in response to this RFP shall conform to and contain the detailed information required by the Public Records Act and other applicable Law. Neither IFA nor the Joint Board will advise a Proposer as to the nature or content of documents entitled to protection from disclosure under the Public Records Act or other applicable Law, as to the interpretation of such Laws, or as to definition of trade secret. The Proposer shall be solely responsible for all determinations made by it under applicable Laws and for clearly and prominently marking each and every page or sheet of materials with "CONFIDENTIAL" as it determines to be appropriate. Each Proposer is advised to contact its own legal counsel concerning the effect of applicable Laws to that Proposer's own circumstances.

In the event of any proceeding or litigation concerning the disclosure of any Proposal or portion thereof, the Proposer shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk; provided, however, that IFA and the Joint Board each reserve the right, in their respective sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees (including attorneys' fees and costs) incurred by the Joint Board or any of the States' Parties in connection with any litigation, proceeding or request for disclosure shall be reimbursed and paid by the Proposer whose Proposal is the subject thereof.

Submission of a Proposal constitutes Proposer's agreement to the provisions of this Section 2.5. See also Section 1.8.4.



## **2.6 Examination of RFP**

Each Proposer shall be solely responsible for examining, with appropriate care and diligence, the RFP, including Reference Information Documents, all Addenda, materials posted on the Website with respect to any and all conditions that may in any way affect the amount or nature of its Proposal, or the performance of Toll System Provider's obligations under the Contract Documents and for monitoring the Website for information concerning this RFP and procurement. The Proposal Letter (Form A) includes an acknowledgment that the Proposer has received and reviewed all such materials. Failure of a Proposer to so examine and inform itself of the aforementioned documents and materials shall be at its sole risk, and neither IFA nor the Joint Board will provide relief for any error or omission. The ability of Proposers to rely on the Reference Information Documents is limited and is expressly set forth in Section 1.6 and in the Agreement.

Each Proposer is responsible for conducting a Reasonable Investigation in connection with its Proposal, regarding the condition of existing facilities and construction and Site conditions. The Proposer's receipt of IFA or Joint Board-furnished information (including specifically the Reference Information Documents) does not relieve the Proposer of this responsibility.

The submission of a Proposal shall be considered *prima facie* evidence that the Proposer has made the above-described examination and is satisfied as to all matters and conditions to be encountered in performing the Work and as to the requirements of the Contract Documents.

## **2.7 Errors**

If any mistake, error, or ambiguity is identified by the Proposer at any time during the procurement process in any of the documents supplied by IFA or the Joint Board, the Proposer shall have a duty to notify IFA of the recommended correction in writing in accordance with Section 2.3.1.

## **2.8 Improper Conduct**

### **2.8.1 Non-Collusion**

Neither the Proposer nor any of its team members shall undertake any of the prohibited activities identified in the Non-Collusion Affidavit (Form D).

### **2.8.2 Organizational Conflicts of Interest**

Any Person under contract with IFA, the Joint Board or any other States' Party to prepare procurement documents for the Project will not be allowed to participate in any capacity on a Proposer team. Any Person previously under contract with IFA, the Joint Board or any other States' Party to prepare preliminary plans, planning reports or other project development products for the Project may be able to participate on a Proposer team if such Persons first submit a written request for a determination of no conflict from IFA and receive written confirmation that they may participate, or conditionally participate on a Proposer team (and, in the case of any confirmation of conditional participation, subject to observation of any or all such condition(s)).

Additional exceptions to this policy may be granted by the Joint Board upon written request from such Person, if it is determined that the Person's involvement is in the best interest of the public and does not constitute an unfair advantage. Proposer teams seeking such exception shall submit such written request as soon as possible because the Joint Board does not intend to extend the Proposal Due Date. Notwithstanding the preceding sentence, neither IFA nor the Joint Board is responsible for any inability or failure to respond prior to the Proposal Due Date to any such request.

In addition to the foregoing, the organizational conflict of interest rules found in 23 CFR § 636, Subpart A, including 23 CFR § 636.116, also apply to this procurement. 23 CFR § 636.103 defines an "organizational conflict of interest" as follows:

"Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage."

("Owner" thereunder means the Joint Board, IFA and the other States' Parties)

The Proposer, on behalf of itself and its team, and each of Proposer's Equity Members, Major Subcontractors and other Subcontractors identified as of the Proposal Due Date shall provide information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest. The Proposer, on behalf of itself and its team, and each of Proposer's Equity Members, Major Subcontractors and other identified Subcontractors, shall state how its interests or those of any of its team members, consultants, contractors or subcontractors, including the interests of any chief executives, directors or key personnel thereof, may result in, or could be viewed as, an organizational conflict of interest.

Proposer is prohibited from teaming with, receiving any advice or discussing any aspect relating to the Project or the procurement of the Project with any Person with an organizational conflict of interest, including, but not limited to:

- KPMG LLP
- Nossaman LLP
- Ice Miller LLP
- Perkins Coie LLP
- Frost Brown Todd
- Computer Aid, Inc.
- Clear Strategy LLC or any of its principals or owners;

- Parsons Transportation Group
- Delcan
- New West LLC
- Wilson, Sparling & Associates
- EHI Consultants
- Public Financial Management, Inc.
- CDM Smith
- Steer Davies & Gleave
- Haworth, Meyer, Boleyn, Inc.
- Beam, Longest and Neff, LLC
- TKT & Associates
- Qk4
- Michael Baker Corporation
- Butler, Fairman and Seufert
- HW Lochner, Inc.
- Golder Associates
- Cambridge Systematics
- Stoll Keenon Ogden, PLLC
- High Street Consulting Group
- Greyling Insurance
- Michael Bosc
- Wyatt Tarrant and Combs, LLP
- Atkins

- Affiliates (meaning includes parent companies, subsidiary companies, principals, Persons under common ownership, joint venture members and partners, and other financially liable parties for a Person) of any of the above

Such Persons are also prohibited from participating on a Proposer team as an Equity Member, Major Subcontractor, subcontractor, consultant or subconsultant.

By submitting its response to this RFP, each Proposer, on behalf of itself and its team, and each of Proposer's Equity Members, Major Subcontractors and other identified Subcontractors agree that, if an organizational conflict of interest is thereafter discovered, the applicable entity must make an immediate and full written disclosure to IFA and the Joint Board that includes a description of the action that such entity has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest about which such entity knew, or should have known, but failed to disclose is determined to exist during the procurement process, the Joint Board may, in its sole discretion, disqualify the Proposer or any such entity. If an organizational conflict of interest about which such entity knew, or should have known, but failed to disclose exists and the Proposer has entered into the Agreement as Toll System Provider, the Joint Board may, at its sole discretion, terminate the Agreement. In either case, IFA and the Joint Board reserve all rights and remedies.

Proposers and such other entities are also advised that the guidelines in this RFP are intended to augment applicable federal and state Law, including federal organizational conflict of interest Laws and the Laws and rules relating to NEPA. Such applicable Law will also apply to Proposer and such other entities and teaming and may preclude certain Persons from participating on a Proposer team.

### **2.8.3 Equitable Treatment of Proposers**

Proposers are assured that, during the procurement process (including the process for evaluation of Proposals), IFA and the Joint Board will make every reasonable effort to treat Proposers equitably.

## **2.9 Pre-Proposal Submittals: Responsibility Information; Changes in Proposer's Organization and Key Personnel**

### **2.9.1 Responsibility Information**

On or before the date and time set forth in Section 1.7.1, each Proposer shall deliver one (1) original and five (5) copies of the Responsibility Information (see Exhibit G) to IFA at the address set forth in Section 1.7.2.

### **2.9.2 Determination of Responsibility**

IFA and the Joint Board shall review the Responsibility Information and on or before the date and time set forth in Section 1.7.1, IFA, on behalf of the Joint Board, shall notify each Proposer as to whether it has been found responsible (a "Responsible Proposer"). Proposers should carefully and regularly review correspondence from IFA during this review period as any clarification requests from IFA will have very short periods for response.

Only Responsible Proposers shall be eligible to submit a Proposal and be awarded the Agreement. If a Proposer is not deemed a Responsible Proposer, it shall not be entitled to proceed with the procurement, submit a Proposal or receive an award of the Agreement. In assessing the responsibility of each Proposer, IFA and the Joint Board shall consider the following factors and criteria:

(a) Neither Proposer nor any Equity Member, Major Subcontractor or Financially Responsible Party that has submitted Form C or Form J as required by this RFP is currently disqualified, removed, debarred or suspended from performing or bidding on work for the federal government or any state government;

(b) Proposer and its Equity Members have the financial capability to carry out the Project responsibilities potentially allocated to it as demonstrated by the materials provided in Section 8.0 of Exhibit G. An “Equity Member” means (i) each entity with a direct equity interest in Proposer (whether as a member, partner, shareholder, joint venture member or otherwise) and (ii) each entity proposed to have a direct equity interest in Proposer. The evaluation will take into account the following considerations both currently as well as over the last three (3) years, as appropriate:

- Profitability
- Capital structure
- Ability to service existing debt
- Other commitments and contingencies;

(c) The information disclosed in Form C, Form J and/or in response to Section 5.0 of Exhibit G does not, in the determination of IFA, in IFA’s sole discretion, on behalf of and in consultation with designees of the Joint Board, materially adversely affect the ability of Proposer and the Proposer team to carry out the Project responsibilities potentially allocated to it in the Agreement; and

(d) Proposer, Equity Members, Major Subcontractors, other Subcontractors identified as of the date on which the Responsibility Information is due and Financially Responsible Parties have delivered a properly completed and executed Conflict of Interest Disclosure Statement (Form F) and no material and unresolvable conflicts, in IFA’s sole discretion, on behalf of and in consultation with designees of the Joint Board, have been identified.

### **2.9.3 Changes in Proposer’s Organization**

In order for a Proposer to remain eligible to submit a Proposal, unless otherwise approved in writing by IFA, on behalf of the Joint Board, the Proposer’s organization as identified in the Responsibility Information must remain intact for the duration of the procurement (i.e., until execution of the Contract Documents). If a Proposer wishes to make changes in the Equity Members or Major Subcontractors identified in the Responsibility Information including, without limitation, additions, deletions, reorganizations, changes in equity ownership interests and/or

role changes in or of any of the foregoing, the Proposer shall submit to IFA a written request for its approval of the change as soon as possible but in no event later than the date and time set forth in Section 1.7.1 for submission of such submittals. Any such request shall be addressed to IFA at the address set forth in Section 2.2.1, accompanied by the information required for such Persons in Section 2.9.1. If a request is made to allow deletion of any Equity Member or Major Subcontractor identified in the Responsibility Information, the Proposer shall submit such information as may be required by IFA and the Joint Board to demonstrate that the changed team meets the RFP criteria (pass/fail and technical). The Proposer shall submit an original and five (5) copies of each such request package. The Joint Board is under no obligation to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion. Except as provided herein and in the Agreement, a Proposer may not make any changes in any Equity Members or Major Subcontractors identified in the Responsibility Information after the deadline set forth in Section 1.7.1 for submission of such submittals. Between the deadline set forth in Section 1.7.1 for submission of such submittals and execution of the Agreement, the Joint Board, in its sole discretion, will consider requests by Proposers to make changes in the Proposers' organization based only on unusual circumstances beyond the Proposer's control.

#### **2.9.4 Key Personnel**

In order for Proposers to have confidence that those individuals proposed for Key Personnel positions are acceptable to the Joint Board, each Proposer shall submit to IFA a written request for its approval of those individuals proposed for the Key Personnel positions that are listed below in no event later than the date and time set forth in Section 1.7.1 for submission of Key Personnel. Any such request shall be addressed to IFA at the address set forth in Section 2.2.1, accompanied by the information specified in this Section 2.9.4 for Key Personnel positions. The request must include an affirmative statement signed by the Proposer and the employer of each designated key person, committing to maintain such individual's availability for and active involvement in the Project.

The Proposer shall submit an original and five (5) copies of separate resumes of not more than two (2) pages for each individual/position identified below. Each resume shall state the specific role(s) above that the proposed "Key Person" would be fulfilling for the Project.

Three (3) references for each project manager must be supplied; provided, however, that where the project manager has only worked on one or two projects during the past five (5) years, Proposer shall (i) affirmatively state that such individual has only worked on one or two projects during the past five (5) years; (ii) include references for each of such projects; and (iii) include references for projects worked beyond the past five (5) years so that the number of references equals three (3) in total.

References shall be previous owners or clients with which the identified personnel have worked within the past five (5) years and shall include the name, position, company or agency and current postal and email addresses and phone and fax numbers. Proposers are requested to verify that contact information is correct, and are advised that if the contact information provided is not current, the Joint Board may elect to exclude the experience represented in determining the key personnel's qualifications.

The positions that must be identified/included are:

- Program Manager;
- Project Manager- Installation; and
- Project Manager- Operations and Maintenance.

One person cannot serve in the Project Manager - Installation and the Project Manager - Operations and Maintenance Key Personnel roles but an individual may serve in one of such roles and also may be the Program Manager. The Program Manager shall have a minimum of five (5) years of project management experience with similar toll services and certification as a Project Management Professional (PMP) by the Project Management Institute is preferred, but not required. The Project Manager – Installation shall have a minimum of five (5) years of experience in the installation and integration of similar toll systems. The Project Manager - Operations and Maintenance shall have a minimum of five (5) years of experience in roadside and back office operations and maintenance of systems.

The Joint Board is under no obligation to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion. Except as provided herein and in the Agreement, a Proposer may not make any changes in any Key Personnel identified and approved by the Joint Board after the deadline set forth in Section 1.7.1 for submission of such submittals. Between the deadline set forth in Section 1.7.1 for submission of such submittals and execution of the Agreement, the Joint Board, in its sole discretion, will consider requests by Proposers to make changes in the Proposer's organization based only on unusual circumstances beyond the Proposer's control.

## **SECTION 3.0 REQUIREMENTS FOR SUBMITTAL OF PROPOSALS AND ACCEPTANCE OF DELIVERY BY IFA**

### **3.1 Responsible Proposers; General Submittal Requirements**

Only Responsible Proposers may submit a Proposal.

Each Proposal shall include a Technical Proposal and a Price Proposal meeting the requirements set forth in Exhibits B and C.

#### **3.1.1 Proposal Due Date**

The completed Proposal shall be delivered to IFA in sealed containers no later than the Proposal Due Date.

#### **3.1.2 Signatures Required**

The Proposal Letter (Form A) shall be signed in blue or black ink by all Equity Members and shall be accompanied by evidence of signatory authorization as specified in Form A. Original, wet signatures are required for Form A.

#### **3.1.3 Certified Copies**

Where certified copies of the Proposal are required, the Proposer shall mark the document or cover with the words "Certified True Copy" and have the mark over-signed by the Proposer Authorized Representative. The over-signature can be undertaken by graphic reproduction.

#### **3.1.4 Consequences of Failure to Follow Requirements**

Failure to use sealed containers or to properly identify the Proposal may result in an inadvertent early opening of the Proposal and may result in disqualification of the Proposal. The Proposer shall be entirely responsible for any consequences, including disqualification of the Proposal, which result from any inadvertent early opening if IFA, on behalf of the Joint Board, determines that the Proposer did not follow the foregoing instructions. It is the Proposer's sole responsibility to see that its Proposal is received as required. Proposals received after the time set on the Proposal Due Date shall be rejected without consideration or evaluation.

### **3.2 Requirement to Submit Responsive, Compliant Proposal**

A Proposal may not include any assumptions, qualifications, conditions, exceptions to or deviations from the requirements of the RFP. If a Proposal does not fully comply with the instructions and rules contained in this ITP, including the exhibits, it may be considered non-responsive and/or non-compliant. Any Proposal that assumes or would require material changes to the Contract Documents, as determined by IFA in its sole discretion on behalf of and in consultation with the Joint Board, may be deemed non-responsive and may result in IFA's rejection, on behalf of the Joint Board, of the Proposal.



Each Proposal must be submitted in the official format specified by in this RFP. Proposers shall each sign the original copy of their respective Proposals submitted to IFA (on Form A). Multiple or alternate proposals or proposals with options may not be submitted.

Proposals may be considered non-responsive or non-compliant and may be rejected for any of the following reasons:

(A) If the Proposal is submitted in a paper or electronic form other than that specified by IFA; if it is not properly signed; if any part of the Proposal is missing from the Proposal package, and/or if it otherwise does not meet the Proposal submittal requirements;

(B) If the Joint Board, in its sole discretion, determines that the Proposal contains irregularities that make the Proposal incomplete, indefinite, or ambiguous as to its meaning, including due to illegible text, omissions, erasures, alterations, items not called for in the RFP, or unauthorized additions;

(C) If multiple or alternate Proposals or Proposals with options are submitted or if the Proposal includes any conditions or provisions reserving the right to accept or reject an award or to enter into an Agreement following award;

(D) If the Proposal includes any assumptions, qualifications, conditions or reservations; or

(E) The Proposal contains a material alteration, as determined by the Joint Board, in its sole discretion, to the ITP forms or exhibits.

If a Proposal is deemed non-responsive or non-compliant, the Joint Board may disqualify the Proposal from further consideration.

### **3.3 Format**

Each Proposal shall contain concise written material and drawings enabling a clear understanding and evaluation of the capabilities of the Proposer and the characteristics and benefits of the Proposal. Legibility, clarity, and completeness of the Technical Proposal and Price Proposal are essential. The Technical Proposal shall not exceed the page limitations set forth in Exhibit B, Section 2.0. No page limit applies to permitted and required appendices, dividers, exhibits and tables of contents, however, the Joint Board does not commit to review any information in appendices and exhibits other than those required to be provided, and the Proposal evaluation process will focus on the body of the Proposal and any required appendices and exhibits. Additional information submitted electronically and not included in the hard copy Proposals shall not be reviewed or considered.

An 8 ½ by 11-inch format (½ inch margins or wider) (11 by 17 inch format with ½ inch margins or wider for Technical Response and Preliminary Project Schedule) is required for typed submissions and submissions shall be submitted on CD or flash drive in Adobe (.pdf) format and native format such as Microsoft Office 2007 (Word). Submissions in Microsoft Excel 2007 will not be accepted except for Form G, which must be submitted in Microsoft Excel 2007 (as well as in Adobe (.pdf) format). Preliminary Project Schedule submissions shall include both a

hard copy and the electronic files necessary to view and analyze the schedule in Microsoft Project 2007 or more current.

Submittals must be bound with all pages in binders sequentially numbered. Printed lines may be single-spaced with the type font size being no smaller than twelve-point (either Times New Roman or Arial), provided the font in headers, footers, organizational charts, graphics and tables may be ten-point so long as the headers, footers, organizational charts, graphics and tables are legible, as determined by the Joint Board in its sole discretion. Dividers may be used within bound volumes and will not be counted towards any applicable page counts. Double-sided printing is permissible but will count as two pages towards any applicable page counts.

Except for the executive summary, the margin and font formatting requirements herein shall not apply to the items required in Volume 1 of the Technical Proposal, as described in Exhibit B.

### **3.4 Additional Requirements for Proposal Delivery**

Proposals are to be delivered to IFA at the address set forth in Section 1.7.2.

Each binder of the Proposal shall be labeled to indicate its contents. The original Technical and Price Proposals shall be clearly identified as “original”; copies of the Proposals shall be sequentially numbered, labeled and bound. The Price Proposal shall be segregated from the Technical Proposal and shall be delivered in separate containers.

#### **3.4.1 Technical Proposal**

The Technical Proposal shall be contained in two volumes: Volume 1-Executive Summary, Administrative Materials and Forms and Volume 2-Technical Response, as more fully described in Exhibit B.

All of the binders comprising the original Technical Proposal together with an electronic copy of the entire Technical Proposal (including roll form documents) shall be uploaded to one or more CDs or flash drives (and clearly labeled as such), shall be packaged in a single sealed container, clearly addressed to the Joint Board as provided herein, and labeled “[Proposer Name]: Original Technical Proposal for the LSIORB Toll Services Project.” Proposers shall provide one original, and 11 certified copies of the bound Technical Proposal. The containers that include the required hard copies of the Technical Proposal shall be labeled “Copies of Technical Proposal for the LSIORB Toll Services Project.”

The electronic copy shall be in a searchable Adobe (.pdf) format on CD(s) or flash drives, with file names that correspond to the (or portions of the) Technical Proposal; provided, however, that (a) Proposal forms may be submitted in either Adobe (.pdf) or Microsoft Word (.doc or .docx only) format, and (b) corporate, partnership, joint venture and limited liability company documents (e.g., articles of incorporation, bylaws, partnership agreements, joint venture agreements and limited liability company operating agreements) may be submitted in hard copy and need not be submitted electronically.

If the Technical Proposal includes audited financial statement information prepared in a language other than English, Proposer's original hard-copy Technical Proposal submission (including electronic submission) and one additional copy (in Technical Proposal copy #1) shall contain both the original language audited Financial Statement information and a translation of all such Financial Statement information with certification by subject Person's chief executive, chief financial officer or treasurer (or equivalent position or role) that such translation is true, correct and accurate. If the certifying individual is not the chief executive, chief financial officer or treasurer, then such certification shall include the additional certification that (i) the certifying individual's position or role is equivalent to that of the entity's chief executive, chief financial officer or treasurer and (ii) the certifying individual has been duly authorized by all requisite organization action to deliver the certification that the such translation is true, correct and accurate. Copies #2 to 11 shall include only the translation of all such Financial Statement information and accompanying certification(s).

### **3.4.2 Price Proposal**

One original and 11 certified copies of the Price Proposal, together with one electronic copy on (a) CDs or flash drive(s) in either Adobe (.pdf) or Word (.doc or .docx only) format shall be delivered to IFA as specified below. The documents shall be in one or more sealed envelopes and shall be included in a sealed container labeled "[Proposer Name]: LSIORB Toll Services Project – Price Proposal."

### **3.5 Currency**

All required pricing, revenue and cost information shall be provided in US\$ currency only. Pricing is to be provided in 2015 dollars and such pricing shall be as of the Proposal Due Date.

### **3.6 Modifications, Withdrawals and Late Submittals**

#### **3.6.1 Modifications to a Proposal**

A Proposer may modify its Proposal in writing prior to the specified time on the Proposal Due Date. The modification shall conform in all respects to the requirements for submission of a Proposal. Modifications shall be clearly delineated as such on the face of the document to prevent confusion with the original Proposal and shall specifically state that the modification supersedes the previous Proposal and all previous modifications, if any. If multiple modifications are submitted, they shall be sequentially numbered so IFA can accurately identify the final Proposal. The modification must contain complete Proposal sections, complete pages or complete forms as described in Exhibits B and C. Line item changes will not be accepted. Proposer shall deliver any such modification(s) in the types and manner described in this Article 3; no facsimile or other electronically transmitted modifications will be permitted.

#### **3.6.2 Withdrawal and Validity of Proposals**

A Proposer may withdraw its Proposal at any time prior to the time due on the Proposal Due Date by means of a written request signed by its Proposer Authorized Representative. Such written request shall be delivered to the address in Section 2.2.1. A withdrawal of a Proposal

will not prejudice the right of a Proposer to deliver a new Proposal; provided, however, that it is received before the time due on the Proposal Due Date. All Proposals are valid for a period of 180 days after the Proposal Due Date. No Proposer shall withdraw its Proposal within this 180-day period, unless notified by IFA, on behalf of the Joint Board, that (i) no Contract for the Project will be awarded by the Joint Board pursuant to the RFP, (ii) the Joint Board has awarded the Contract to another Proposer, and the Joint Board has received the executed Agreement and all other required documents from Toll System Provider, (iii) the Joint Board does not intend to award the Contract to the Proposer; or (iv) the Proposer is not notified during the 180-day period that the Joint Board has selected the Proposer as the Preferred Proposer to enter into negotiations of the Agreement. Any Proposer may elect, in its sole discretion, to extend the validity of its Proposal beyond the 180 day period set forth above.

### **3.6.3 Late Proposals**

The Joint Board will not consider any late Proposals. Proposals and/or modifications not requested by IFA, on behalf of the Joint Board, received after the time for submittal of Proposals will be returned to the Proposer without consideration or evaluation.

### **3.7 Acceptance of Delivery by IFA**

IFA will provide a receipt for Proposals that are timely delivered to IFA as specified herein.

## **SECTION 4.0 EVALUATION AND POST-SELECTION PROCESS**

The Joint Board's goal is to create a fair and uniform basis for the evaluation of the Proposals in compliance with all applicable Laws governing this procurement.

The Proposal evaluation process will include an initial review of each Proposal for responsiveness to the requirements of the RFP Documents and as against pass-fail criteria, a qualitative evaluation of the Technical Proposal, an evaluation of the Price Proposal and a best value determination. The process may include a request for Proposal Revisions, the establishment of a competitive range, and negotiations phase with the Preferred Proposer. The steps in the process and evaluation criteria are set forth in Sections 4.2 through 4.10. The evaluation and selection process is subject to modification by the Joint Board, in its sole discretion.

The details of the evaluation and selection process are set forth more fully in this Section 4.

### **4.1 Organization of Evaluation Committees**

Evaluation of Proposals will be conducted by one or more Proposal Evaluation Committee(s) (collectively, "PEC") with assistance from subcommittees and advisors as needed. The Public Finance Director may serve on the PEC.

The PEC will be comprised of representatives from IFA and the other States' Parties, selected at the sole discretion of the Joint Board. The primary responsibility of any subcommittees and advisors will be to assist the PEC in making an educated and informed assessment of the individual strengths and weaknesses of the Proposals. In addition, observers from federal, State or other agencies with specific interests and responsibilities associated with the Project may be invited to observe aspects of the evaluation process. All evaluators and outside consultants and observers will be required to sign confidentiality statements and conflict of interest disclosures, or otherwise be subject to confidentiality restrictions and conflict of interest control requirements.

### **4.2 Best Value Determination**

The best value determination will be based on the following 1000 point scale. The "Price Score" will represent up to 400 points of the total score and the "Technical Score" will represent up to 600 points of the total score. A Proposer achieving 100% of the points available for the Price Score will score 400 points and a Proposer achieving 100% of the points available for the Technical Score will score 600 points. The determination of apparent highest ranked Proposal shall be based on the highest Total Proposal Score computed as follows:

$$\text{Total Proposal Score (max. 1000 points)} = \text{Price Score (max. 400 points)} + \text{Technical Score (max. 600 points)}$$

#### **4.2.1 Price Score**

The Joint Board will score the Price Proposal in accordance with the following formula:

Price Score:  $\frac{\text{Lowest Contract Price submitted among responsive Proposers}}{\text{Proposer's Contract Price}} \times 400$  points

Contract Price as denoted as “Total Toll Collection System Capital and Operations and Maintenance Price” on Line CP-0017 of Form G-1)

A Proposer’s Price Score will be calculated by dividing the lowest Contract Price submitted by any responsive Proposer by the Proposer’s Contract Price, with the resulting number then multiplied by the maximum 400 possible points.

Price Proposals shall provide for balanced pricing among the Payment Milestones. If the Joint Board does not believe, in the Joint Board’s sole discretion, that the Price Proposal for the Preferred Proposer is balanced, the allocation by the Preferred Proposer of amounts among the Payment Milestones shall be subject to negotiation pursuant to Section 4.10.

#### **4.2.2 Technical Score**

The Technical Score will have a maximum of 600 points.

The Technical Score will be determined in accordance with the factors and procedures described in Section 4.4.

#### **4.3 Pass/Fail and Responsiveness Evaluation**

Upon receipt, the Technical Proposals will be made available for review by the PEC and, as applicable, relevant pass/fail and responsiveness subcommittee(s). They will be reviewed (a) for the Proposal's conformance to the RFP instructions regarding organization and format and responsiveness to the requirements set forth in the RFP and (b) based on the pass/fail criteria set forth below. Any Proposal that fails to achieve a passing score on any of the pass/fail portions of the evaluation may not be eligible for recommendation for award and will be considered unresponsive. Responsiveness shall be assessed on the basis of overall responsiveness, with the Joint Board retaining the sole discretion to disregard or waive minor irregularities, omissions, nonconformities and discrepancies.

In the event that a Proposal contains or omits information that may potentially result in a “fail” determination, the Authorized Representative may request additional or clarifying information from the Proposer prior to a final pass/fail determination.

Those Proposals not responsive to this RFP, or that do not pass the pass/fail criteria, may be excluded from further consideration, and the Proposer will be so advised. The Joint Board may also exclude from consideration any Proposer whose Proposal contains a material misrepresentation. The Joint Board reserves the right in its sole discretion to disregard or waive minor informalities, irregularities, nonconformities, discrepancies, omissions and

apparent clerical mistakes which, in each case, are unrelated to the substantive content of the Proposals.

#### **4.3.1 Technical Proposals**

Technical Proposals will be evaluated based on the following pass/fail criteria:

(a) The business form of the Proposer, the proposed Toll System Provider, and any Persons that will have joint and several liability under the Agreement or that will provide a performance guaranty (including any joint venture agreement, partnership agreement, operating agreement, articles of incorporation bylaws or equivalent documents) is consistent with the requirements of the Project and Contract Documents and provides for continuation of Proposer (and Toll System Provider) in the event of bankruptcy or withdrawal of any of its members.

(b) Based on the information provided pursuant to Section 4.0 of Exhibit B, the Proposer's (and each of its Equity Member(s)') financial condition and capabilities shall not have materially adversely changed from its financial condition and capabilities as evidenced by the financial and other data submitted in the Responsibility Information, such that the Proposer (by and through its Equity Member(s)) continues to have the financial capacity to provide, operate, maintain, and manage a toll collection system and provide back office toll collection and customer service, for a project of the nature and scope of the Project. Factors that will be considered in evaluating the Proposer's financial capacity include the following:

- i. Profitability;
- ii. Capital structure;
- iii. Ability to service existing debt; and
- iv. Other commitments and contingencies.

If the Joint Board determines that a Proposer does not appear to have the financial capability to fulfill its obligations under the Contract Documents, it may offer the Proposer the opportunity to meet the financial requirement through one or more Guarantors acceptable to the Joint Board.

(c) The information, certifications, signed statements and documents as listed in Exhibit B, Section 3.2 do not identify any material adverse information;

(d) The Technical Proposal: (i) includes only minor informalities, irregularities and apparent clerical mistakes which are unrelated to the substantive content of the Proposal; (ii) conforms to the RFP instructions regarding organization and format; (iii) demonstrates responsiveness of the Proposer to the requirements set forth in the RFP; and (iv) contains the required materials as listed in Exhibit B, Sections 3 and 4. A Proposal not responsive to the RFP may be excluded from further consideration and the Proposer will be so advised. The Joint Board may also exclude from consideration a Proposer whose Proposal contains a material misrepresentation.

(e) If the Proposer anticipates execution of the Agreement by a special purpose entity, the Proposer has delivered either (i) pro formas of the special purpose entity organizational documents (i.e., certificate of formation/charter, bylaws/partnership agreement/operating agreement) or (ii) indicative term sheets of such corporate formation documents that will be used to establish the entity, in either case, should the Joint Board select it as the Preferred Proposer;

(f) The Equity Members and Major Subcontractors have not changed since the Proposer's submission of the Responsibility Information, or the Proposer has previously sought consent of the Joint Board to a change, IFA has consented to such change, and the Proposal attaches a true and correct copy of IFA's written consent thereto;

(g) Proposer, and each of Proposer's Equity Members, Major Subcontractors, other Subcontractors identified in the Proposal and Financially Responsible Parties have delivered a properly completed and executed Conflict of Interest Disclosure Statement (Form F) and no material and unresolvable conflicts, in IFA's sole discretion on behalf of and in consultation with the Joint Board, have been identified;

(h) Proposer has delivered a properly completed and executed Affidavit for Bidders, Offerors and Contractors (Form N);

(i) Proposer's baseline Project Schedule submitted pursuant to Section 6 of Exhibit B is consistent with the Completion Deadlines set forth in the Agreement;

(j) Proposer has delivered written evidence, satisfactory to IFA, in its sole discretion on behalf of the Joint Board, from an insurance company(ies), broker(s), agent(s) or advisor(s) expressly indicating that Proposer (and Toll System Provider) will be able to obtain and maintain the insurance types and amounts required by the Contract Documents and can do so under the terms, and subject to the conditions, specified in Article 9 of the Contract. IFA, on behalf of the Joint Board, shall be satisfied if such insurance company(ies)', broker(s)', agent(s)' or advisor(s)' signatories to such written evidence explicitly state that it/they have read the Contract Documents and insurance requirements set for the therein and that the Persons required to obtain insurance under the Agreement have the capability of obtaining such insurance in the coverages and under the conditions listed in the Agreement; and

(k) Proposer has delivered all other documents, properly completed and signed (if required), in form and substance as specified under the RFP Documents, and such documents do not identify any material adverse information.

(l) Proposer or any member of the Proposer team is currently operating and maintaining at least one (1) active AET collection system that operates with a minimum of 6 travel lanes (excluding shoulders), including at least 3 contiguous lanes in the same direction;

(m) Proposer or any member of the Proposer team has demonstrated experience with the implementation of AET system delivery or primary responsibility for operations and maintenance of an AET collection system on at least one (1) AET project;



(n) Proposer or any member of the Proposer team has demonstrated experience with at least one (1) project where Optical Character Recognition (OCR) has been utilized for image review for postpaid toll transactions, where postpaid toll transactions include license plate based toll transactions, and/or violations;

(o) Proposer or any member of the Proposer team has at least one (1) project where multiple phases of a toll collection system implementation are occurring concurrently and those multiple phases of implementation have been successfully managed; and

(p) Proposer or any member of the Proposer team has at least one (1) CSC operation.

#### **4.3.2 Price Proposals**

Price Proposals will be evaluated on a pass/fail basis to confirm that the Price Proposal contains all the materials required by Exhibit C;

#### **4.4 Evaluation of Technical Proposal by PEC**

After completion of, or concurrently with, the pass/fail and responsiveness review, the Proposer's Technical Proposal will be evaluated by the PEC based on the factors set forth below to determine whether the Technical Proposal meets, and also whether it includes any improvements over, and brings additional benefits and/or value to the Joint Board and the public in addition to, the requirements of the Contract Documents. In evaluating the Technical Proposal, the PEC may consider other information provided with the Technical Proposal.

The evaluation factors for the Technical Response component of the Technical Proposal are as follows:

- (a) System Architecture (SA);
- (b) Roadside (RS);
- (c) Back Office Systems (BO);
- (d) Customer Service Center (CS);
- (e) Plans and Testing (TP);
- (f) TCS Operations and Maintenance (OM);
- (g) Performance Requirements (PR);
- (h) Financial Requirements (FR);
- (i) Toll Operations Center and System Monitoring (TC);
- (j) Work Flows (WF); and

(k) Access Control and CCTV (AC).

The factors are listed in Section 4.4(a) through (k) above. The factors are set forth in descending order of importance, provided, however, that consecutive factors may be of equal value to each other.

The Technical Score shall comprise 600 points of the Total Proposal Score. Technical Proposals will be evaluated according to the Proposer's ability to best satisfy the technical requirements as set forth in the Technical Requirements.

#### **4.5 Evaluation of Price Proposal By PEC**

Following the completion of the evaluation and scoring of the Technical Proposals, the Price Proposals will be opened and reviewed pursuant to Sections 4.2.1 and 4.3.2.

#### **4.6 Total Proposal Score**

After completion of the evaluation of the Technical Proposal and the Price Proposal by the PEC, the Public Finance Director, with the assistance of States' Parties representatives and advisors, will determine the Total Proposal Score for each Proposal by adding the Proposal's Technical Score and Price Score.

#### **4.7 Requests for Clarification**

IFA, on behalf of the Joint Board, may, at any time, issue requests for clarification to the individual Proposers, requesting additional information or clarification from a Proposer, or may request a Proposer to verify or certify certain aspects of its Proposal. Proposers shall respond to any such requests within three (3) Business Days from receipt of the request (or within such other time as is specified by the Joint Board in any clarification or additional information soliciting correspondence). The scope, length and topics to be addressed in clarifications shall be prescribed by, and subject to the sole discretion of the Joint Board.

Upon receipt of requested clarifications and additional information as described above, if any, the Proposals may be re-evaluated to factor in the clarifications and additional information.

#### **4.8 Requests for Proposal Revisions**

The Joint Board may, at any time after receipt of Proposals and prior to award and execution of the Agreement, determine that it is appropriate to request changes to the Proposals ("Proposal Revisions"). Only Proposers that submitted responsive Proposals will be permitted to submit Proposal Revisions. If Proposal Revisions are requested, IFA, on behalf of the Joint Board, will follow the procedures for revised proposals described in 23 CFR Part 636. The Joint Board may request Proposal Revisions with or without discussions as described therein. The request for Proposal Revisions will identify any revisions to the RFP and will specify terms and conditions applicable to the Proposal Revisions, including identifying a time and date for delivery. In the event that Proposal Revisions are requested, then the term "Proposal," as used in the RFP Documents, shall mean the original Proposal, as modified by the Proposal Revision.

Upon receipt of Proposal Revisions, the PEC, with assistance from the subcommittees and advisors, as appropriate, will re-evaluate the Proposals as revised, and will revise ratings and value estimates as appropriate following the process described above.

#### **4.9 Identification of the Preferred Proposer**

Once the Public Finance Director has determined a Total Proposal Score for each Proposal and assigned rankings to the Proposals based on the Total Proposal Scores (whether based on the original Proposals or Proposal Revisions), the Public Finance Director may

(a) (i) notify the Proposer with the highest Total Proposal Score that it has been identified as the Preferred Proposer and that IFA, on behalf of the Joint Board, intends to commence negotiations with the Preferred Proposer to finalize the Contract Documents; or (ii) with the approval of the Joint Board, require Proposal Revisions pursuant to Section 4.8, reject the recommendation and cancel the procurement or request reconsideration of the recommendation; and

(b) if clause (a)(i) above applies, notify the other Proposers that the IFA has identified, and will commence negotiations with, the Preferred Proposer to attempt to finalize the Contract Documents.

(c) if clause (a)(i) above applies, further notify these other Proposers that in the event the negotiations with the Preferred Proposer are not successful, IFA, on behalf of the Joint Board, may suspend or cease such negotiations with the Preferred Proposer and commence negotiations with the Proposer who had the next highest Total Proposal Score or terminate the procurement process.

#### **4.10 Negotiation and Finalization of the Agreement and Contract Documents**

**4.10.1** If IFA, on behalf of the Joint Board, has chosen to enter negotiations with the Preferred Proposer as described in Section 4.9, IFA shall authorize representatives to commence such negotiations and finalization of the Contract Documents, the result of which shall constitute a final offer as permitted in IC 8-15.5-4-7(a).

**4.10.2** After notification by the Public Finance Director pursuant to Section 4.9, the Joint Board will proceed with the Preferred Proposer to finalize the Contract Documents. The Joint Board may elect to negotiate various aspects of the Contract Documents with the Preferred Proposer, including aspects of the Proposal that will be incorporated into the Contract Documents; however, any decision to commence negotiations regarding the terms of the Contract Documents is at the Joint Board's sole discretion.

**4.10.3** By submitting its Proposal, each Proposer commits to: (i) discuss the terms of the Agreement with the Joint Board in good faith and in accordance with the requirements of the RFP, (ii) enter into the Agreement and satisfy all other conditions to award of the Agreement; and (iii) perform its obligations as set forth in the Agreement. While the Joint Board is willing to consider any detailed comments submitted by the Preferred Proposer as part of the negotiation process, the Joint Board will not materially modify the scope of the Project or modify material risk allocations, liability limits or major commercial and legal terms, rights and

remedies during the negotiation and finalization of the Agreement process. The Joint Board's anticipation is that the negotiations shall address the following items: (i) the hourly rates for extended services proposed by the Preferred Proposer on Form G-16; (ii) the unit costs and quantities proposed for Major Spare Parts on Form G-17; (iii) the unit prices proposed for maintenance of traffic on Form G-18; (iv) the balancing of the Price Proposal; (v) minor scope clarifications and refinements; (vi) the nature, commitment level and scope of Value Add items proposed by the Preferred Proposer; and (vii) the rates proposed for the Software Maintenance Option. None of the foregoing negotiations shall entitle the Preferred Proposer to increase its Contract Price.

**4.10.4** If an Agreement satisfactory to the IFA, on behalf of the Joint Board, in its sole discretion, cannot be negotiated with the Preferred Proposer, IFA, on behalf of the Joint Board, may formally suspend or end negotiations with that Preferred Proposer. Further action may be taken including (a) rejection of all Proposals; or (b) proceeding to the next most highly ranked Proposal to attempt to negotiate an Agreement with that next most highly ranked Proposer in accordance with this Section 4.10.

#### **4.11 Review of Post-Selection Deliverables**

##### **4.11.1 Documents to be Submitted Following Notification of Preferred Proposer**

As a condition precedent to award of the Contract, the Preferred Proposer shall deliver the following (collectively, the "Post-Selection Deliverables") to IFA within five (5) days after notification pursuant to Section 4.9 that it is the Preferred Proposer, unless otherwise noted:

(a) Evidence of Preferred Proposer's/Toll System Provider's (and all Major Subcontractors) qualification to do business in the State of Indiana and Commonwealth of Kentucky, dated no earlier than 30 days prior to the anticipated date of commercial close. Depending on the form of organization, such evidence may be in the form of (i) Certificates of Authority to do business in the State and in the Commonwealth along with a "certificate of good standing" (or equivalent) from the state of organization of the Person; (ii) a Certificate of Existence from the Indiana Secretary of State; or (iii) other evidence acceptable to the Joint Board, in its sole discretion. Each such Person shall also provide a valid Indiana and Kentucky business license.

(b) Drafts of the deliverables identified in Section 5.1.1 for pre-approval by the Joint Board.

(c) A redacted copy of its Proposal to IFA no later than 3 days after notification pursuant to Section 4.9 that it is the Preferred Proposer, with redactions limited to only those portions of the Proposal that fall under a specific exemption of the Public Records Act (and the Preferred Proposer shall be required to submit, for the Joint Board's review and approval, documentation identifying the specific exemption asserted and such other information requested by IFA in order for the Joint Board to assess the eligibility of such portions of the Proposal for exemption from publication). Notwithstanding any proposed redactions and/or claims of exemption asserted by the Preferred Proposer, IFA shall have sole discretion to determine the applicability of any exemptions under the Public Records Act and of the contents

to be disclosed in response to a request thereunder. Failure of the Preferred Proposer to submit a redacted form of its Proposal, containing only those redactions consistent with IFA's determination as to the content that may be redacted, to IFA by 3 days after notification that it is the Preferred Proposer constitute consent by Proposer to, and a waiver of any right to contest, disclosure by IFA of the Preferred Proposer's Proposal in its entirety, without redaction, in response to a request submitted under the Public Records Act. As between the Preferred Proposer and a third party requesting disclosure under the Public Records Act (as opposed to as between the Preferred Proposer and the Joint Board and IFA exercising their sole discretion rights pursuant to this ITP), this Section 4.11.1(c) shall not constitute a waiver of the Preferred Proposer's rights under the Public Records Act.

#### **4.11.2 IFA Comment on Post-Selection Deliverables**

IFA, on behalf of the Joint Board, shall provide comments on any Post-Selection Deliverable required to be delivered to IFA for review and approval hereunder, within four (4) Business Days after the date of IFA's receipt of such deliverable. The Joint Board shall have four (4) Business Days to review and respond to subsequent submittals of the deliverable.

## **SECTION 5.0 AWARD AND EXECUTION; POST-EXECUTION ACTIONS**

### **5.1 Final Award, Execution and Delivery of Contract Documents**

The following are conditions precedent to final award of the Agreement:

- (a) successful negotiation of the Agreement,
- (b) concurrence in award by FHWA,
- (c) receipt by IFA of all of the documents required to be provided prior to execution of the Agreement under Section 5.1.1, and
- (d) any other conditions to award set forth in the ITP or required by the Act.

If negotiations pursuant to Section 4.10 are successfully concluded and result in a final form of the Agreement satisfactory to the Joint Board, in its sole discretion, the IFA Board and the Joint Board shall each convene a meeting to consider adoption of a resolution preliminarily selecting the Preferred Proposer as Toll System Provider under the Contract Documents. It is anticipated that the Joint Board meeting will be held before the IFA Board meeting. Prior to the meetings of the IFA Board and the Joint Board, IFA, on behalf of the Joint Board, may deliver four (4) sets of execution copies of the Agreement and other documents to be executed in connection therewith (“Execution Documents”) to the Preferred Proposer along with the number of sets of execution copies of the Execution Documents reasonably requested by the Preferred Proposer. The Preferred Proposer shall obtain all required signatures and deliver all of the execution sets of the Execution Documents to IFA within two (2) Business Days after receipt, together with the required documents described in Section 5.1.1. If Toll System Provider is a joint venture or a partnership, the Agreement must be executed by all joint venture members or general partners, as applicable.

If the IFA Board and the Joint Board each adopt such a resolution, a public hearing shall be conducted on such preliminary selection and the terms of the Agreement as required under IC 8-15.5-4-9. Following the public hearing on the preliminary selection of the Preferred Proposer and the terms of the Agreement, IFA on behalf of the Joint Board shall make a determination (i) whether or not the Preferred Proposer should be designated as Toll System Provider under the Agreement and, if not, to suspend or cease negotiations with the Preferred Proposer and commence negotiations with the Proposer who had the next highest Total Proposal Score, or (ii) to terminate the procurement process. If IFA on behalf of the Joint Board determines to select the Preferred Proposer as Toll System Provider under the Agreement, then such determination shall be submitted to the State Budget Committee and the Governor of the State, in turn. Following review of such determination by the State Budget Committee, the Governor may accept or reject the determination of IFA. If the Governor accepts the determination of IFA, the Governor shall designate the Preferred Proposer as Toll System Provider under the Agreement, subject to the official approval of the Joint Board. Following the designation by the Governor of the Preferred Proposer as Toll System Provider under the Agreement, IFA shall publish notice of such designation in accordance with the Act and may execute and deliver the Agreement following such publication.

Upon IFA's receipt of the Execution Documents (together with the required documents described in Section 5.1.1) and satisfaction of all conditions precedent to award and execution set forth in Section 4.11.1 and Section 5.1.1 and under applicable Law and provided that 22 days have elapsed since the date of publication of the notice of the designation of the Preferred Provider required under IC 8-15.5-4-11(b), IFA, in its discretion and on behalf of the Joint Board, may execute the Execution Documents. Unless extended pursuant to Section 1.7.3, final award and commercial close shall be deemed to have occurred as of the date of execution by IFA of the Agreement and the Other Execution Documents; provided that IFA has executed and delivered all such documents and no procurement protest or action to contest the validity of the Agreement is brought within the time period permitted by IC 8-15.5-4-12.

In the event of a procurement protest or an action to contest the validity of the Agreement is brought within the period permitted by Indiana Code 8-15.5-4-12, then IFA, with the consent of the Joint Board, at its sole option and within the exercise of its sole discretion, may elect to move forward with execution of the Execution Documents or may terminate the procurement at no cost or penalty. In no event may IFA delay execution of the Execution Documents beyond the 180 day Proposal validity period without the mutual agreement by the Preferred Proposer.

### **5.1.1 Documents To Be Delivered By Proposer With Executed Agreement**

The Preferred Proposer shall deliver to IFA the documents listed below concurrently with the executed sets of the Execution Documents as a condition to execution of the Agreement by IFA, on behalf of the Joint Board.

(a) If not previously submitted, a copy of the executed organizational documents for Toll System Provider and, if Toll System Provider is a limited liability company, partnership or joint venture, the articles of incorporation/certificate of formation/charter/partnership agreement or registration for each member or partner of Toll System Provider. The executed form of the organizational documents for Toll System Provider may not differ substantially or materially from the draft organizational documents or indicative term sheets included with the Proposal.

(b) Evidence of approval of the final form of the Contract Documents, and of due authorization, execution, delivery and performance of the Contract Documents, by Toll System Provider. Such evidence shall be in form and substance reasonably satisfactory to the Joint Board. If Toll System Provider is a corporation, such evidence shall be in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If Toll System Provider is a partnership, such evidence shall be in the form of a resolution signed by the general partners and appropriate evidence of authorization for each of the general partners, in each case, certified by an appropriate officer of the general partner. If Toll System Provider is a limited liability company, such evidence shall be in the form of (1) a resolution of the governing body of the limited liability company, certified by an appropriate officer of the company, or (2) a managing member(s) resolution, certified by an appropriate officer of the managing member(s), or (3) if there is no managing member, a resolution from each member, certified by an appropriate officer of such member. If Toll System Provider is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate officer of such joint venture member. If the form used for authorization is other

than a resolution, as described above, the Preferred Proposer shall provide such other authorization document as is acceptable to the Joint Board, in its sole discretion.

(c) A letter from an Eligible Surety, signed by an authorized representative as evidenced by a current certified power of attorney, committing to provide a Performance Bond as described in Section 8.1 of the Agreement and a Payment Bond as described in Section 8.1 of the Agreement and in form compliant with the requirements of this Section 5.1.1(c) and otherwise reasonably acceptable to the Joint Board, in an amount equal to 100% of the Total Toll Collection System Capital Price. The commitment letter may include no conditions, qualifications, or reservations for underwriting or otherwise, other than a statement that the commitment is subject to award and execution of the Agreement and issuance of the NTP thereunder; provided, however, that the Surety may reserve in its letter the right to reasonably approve any material adverse changes made to the Agreement or the Technical Requirements following the date of the letter, but excluding any changes or information reflected in the Proposal, such as Proposer commitments.

(d) If security for, or a guaranty of, the Proposer's obligations under the Agreement is required by the Joint Board pursuant to Exhibit B, Section 4.3, guarantees from Guarantor(s) in the form of Exhibit Z of the Agreement with such modifications approved by the Joint Board, in its sole discretion.

(e) Certificates of insurance policies evidencing proof of insurance coverages as required by the Contract, or written evidence from an insurance company(ies), broker(s) or agent(s) that such company(ies), broker(s) or agent(s) will place all such insurance coverages for the Preferred Proposer (should they become Toll System Provider). For the on-site project-specific coverages, the signatories must indicate expressly that they have read the Agreement and insurance requirements set forth therein and that the entities required to obtain insurance under the Agreement have the capability of obtaining such insurance in the coverages and under the conditions listed in the Agreement.

(f) Any other requirements reasonably determined by IFA during pre-award negotiations.

## **5.2 Debriefings**

All Proposers submitting Proposals will be notified in writing of the results of the evaluation process. Proposers not selected for award may request a debriefing. Debriefings shall be provided at the earliest feasible time after execution of the Contract Documents, as determined by the Joint Board, in its sole discretion. The debriefing shall be conducted in Indianapolis and by a procurement official familiar with the rationale for the selection decision and Agreement award.

Debriefings shall:

(a) Be limited to discussion of the unsuccessful Proposer's Proposal and may not include specific discussion of a competing Proposal;



(b) Be factual and consistent with the evaluation of the unsuccessful Proposer's Proposal; and

(c) Provide information on areas in which the unsuccessful Proposer's Proposal had weaknesses or deficiencies.

Debriefing may not include discussion or dissemination of the thoughts, notes, or rankings of individual members of the PEC, but may include a summary of the rationale for the selection decision and Agreement award.

### **5.3 Costs Not Reimbursable**

The cost of preparing the Proposal and any costs incurred at any time before award and execution of the Agreement, including costs incurred for any interviews, costs associated with Post-Selection Deliverables and costs relating to the commercial close process, shall be borne by the Proposer.

## **SECTION 6.0 PROTESTS**

### **6.1 Applicability**

This Section 6.0 sets forth the exclusive protest remedies available with respect to the RFP. These provisions prescribe the exclusive procedures for protests regarding:

- (a) allegations that the terms of the RFP are wholly ambiguous, contrary to legal requirements applicable to the procurement, or exceed the authority of IFA or the Joint Board;
- (b) a determination as to whether a Proposer is a Responsible Proposer;
- (c) a determination as to whether a Proposal is responsive to the requirements of this RFP or as to whether a Proposal passes the pass/fail criteria set forth in the RFP, as applicable; and
- (d) award of the Agreement and any other protest relating to evaluation or selection not addressed in clauses (a)-(c).

### **6.2 Required Early Communication for Certain Protests**

Protests concerning the issues described in Section 6.1(a) may be filed only after Proposer has informally discussed the nature and basis of the protest with IFA, following the procedures for those discussions prescribed in this Section 6.0. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered to IFA's Authorized Representative. The written request shall include an agenda for the proposed one-on-one meeting. IFA, on behalf of the Joint Board, will meet with the Proposer as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, IFA, on behalf of the Joint Board, may, in its sole discretion, make appropriate revisions to the RFP Documents by issuing addenda.

### **6.3 Deadlines for Protests**

**6.3.1** Protests concerning the issues described in Section 6.1(a) must be filed as soon as the basis for the protest is known, but no later than 20 days after issuance of the RFP, unless the protest relates to an Addendum to the RFP, in which case the protest must be filed no later than five (5) days after the Addendum is issued (but in any event, prior to the Proposal Due Date).

**6.3.2** Protests concerning the issues described in Section 6.1(b) must be filed no later than five (5) days after receipt of the notification that a Proposer is or is not a Responsible Proposer.

**6.3.3** Protests concerning the issues described in Section 6.1(c) must be filed no later than five (5) days after receipt of the notification of non-responsiveness.

**6.3.4** Protests concerning the issues described in Section 6.1(d) must be filed no later than ten days after notification of Preferred Proposer pursuant to Section 4.9(a).

#### **6.4 Content of Protest**

Protests filed under Section 6.1 shall completely and succinctly state the grounds for protest, its legal authority, and its factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury.

#### **6.5 Filing of Protest**

Protests shall be filed by hand delivery on or before the applicable deadline to the Public Finance Director with copies to the IFA general counsel at Indiana Finance Authority and Public Finance Director of the State of Indiana, each at One North Capitol Avenue, Suite 900. Indianapolis, Indiana 46204, as soon as the basis for protest is known to Proposer. IFA, in its sole discretion, may require the Proposer filing the protest to submit a copy of the protest to the other Proposers whose addresses may be obtained by contacting IFA's Authorized Representative.

#### **6.6 Comments from other Proposers**

Other Proposers may file statements in support of or in opposition to the protest within 5 days of the filing of the protest. IFA shall promptly forward copies of all such statements to the protestant. Any statements shall be sworn and submitted under penalty of perjury.

#### **6.7 Burden of Proof**

The protestant shall have the burden of proving its protest. IFA, on behalf of the Joint Board, may, in its sole discretion, discuss the protest with the protestant and other Proposers. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

#### **6.8 Decision on Protest**

The Public Finance Director or his or her designee shall issue a written decision regarding the protest within 30 days after the filing of the detailed statement of protest under Section 6.4. The decision by the Public Finance Director shall be final. If necessary to address the issues raised in a protest, the Joint Board may, in its sole discretion, make appropriate revisions to the RFP by issuing Addenda. The written decision shall be final, binding and not subject to appeal.

#### **6.9 Protestant's Payment of Costs**

If a protest is denied, Proposer filing the protest shall be liable for the costs reasonably incurred by IFA and the Joint Board to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by either or both of IFA and the Joint Board as a consequence of the protest.

## **6.10 Rights and Obligations of Proposers**

Each Proposer, by submitting its Proposal, expressly recognizes and agrees to the limitation on its rights to protest provided in this Section 6, and expressly waives all other rights and remedies that may be available to Proposer under Law. These provisions are included in the RFP expressly in consideration for such waiver and agreement by the Proposers. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this Section, it shall indemnify and hold the Joint Board, IFA and the other States' Parties and their respective officers, employees, agents, and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a Proposal, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

## **SECTION 7.0 JOINT BOARD RIGHTS AND DISCLAIMERS**

### **7.1 Joint Board Rights**

IFA and the Joint Board may investigate the qualifications and Proposal of any Proposer under consideration, may require confirmation of information furnished by a Proposer and may require additional evidence of qualifications to perform Toll System Provider's obligations under the Contract Documents. IFA, on behalf of the Joint Board, reserves the right to:

- (a) Develop the Project in any manner that it, in its sole discretion, deems necessary;
- (b) Reject any or all of the Proposals;
- (c) Modify any dates set or projected in this RFP and extend any deadlines;
- (d) Cancel, modify or withdraw the RFP in whole or in part at any time prior to the execution by the Joint Board of an Agreement, without incurring any cost obligations or liabilities;
- (e) Terminate this procurement and commence a new procurement for part or all of the Project;
- (f) Terminate evaluations of Proposals received at any time;
- (g) Suspend or terminate negotiations at any time, recommence negotiations with the Preferred Proposer after negotiations have been suspended, elect not to commence negotiations with any responding Proposer, engage in negotiations with other than the highest ranked Proposer;
- (h) Modify the procurement process to address applicable law and/or the best interests of the Joint Board, the State and the Commonwealth;
- (i) Waive or permit corrections to data submitted with any response to this RFP until such time as IFA declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed;
- (j) Permit submittal of addenda and supplements to data and information previously provided in a Proposal pursuant to a request for clarification issued by IFA until such time as IFA declares that a particular stage or phase of its review of the responses to this RFP has been completed and closed;
- (k) Appoint evaluation committees to review Proposals, make recommendations and seek the assistance of outside technical experts and consultants in Proposal evaluation;
- (l) Disclose information contained in a Proposal to the public as described herein;
- (m) Approve or disapprove changes in the Key Personnel;

- (n) Approve or disapprove changes in the Proposer's organization;
- (o) Waive deficiencies, informalities and irregularities in Proposals; accept and review a non-conforming Proposal or seek clarifications or modifications to a Proposal;
- (p) Consider information relating to a Proposer or Proposal based on information outside of the Proposal available to the evaluators, including the evaluators' personal experiences or knowledge;
- (q) Request Proposal Revisions as specified herein;
- (r) Offer a Proposer the opportunity to cure its failure to meet required financial qualifications by providing a guaranty (or guaranties) of the Contract Documents by a third party;
- (s) Not issue a notice to proceed after execution of the Contract Documents;
- (t) Disqualify any Proposer that violates the terms of the RFP;
- (u) Determine a competitive range and conduct discussions with Proposers in the competitive range; and
- (v) Exercise any other right reserved or afforded to IFA and the Joint Board under this RFP and applicable Law.

## **7.2 IFA and Joint Board Disclaimers**

This RFP does not commit IFA or the Joint Board to enter into any contract. Neither IFA nor the Joint Board assume any obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All of such costs shall be borne solely by each Proposer and Proposer team.

**In no event shall IFA or the Joint Board be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as the Contract Documents, in form and substance satisfactory to the Joint Board, have been authorized and executed by the Joint Board and, then, only to the extent set forth therein; provided, however, that the foregoing disclaimer in this sentence shall not apply to the obligations of the Joint Board to the Proposers during the procurement process, which obligations are expressly set forth in these RFP Documents. In submitting a Proposal in response to this RFP, the Proposer is specifically acknowledging these disclaimers.**

## Exhibit A

### DEFINITIONS AND ACRONYMS

<b>FOIA</b>	Freedom of Information Act
<b>PEC</b>	Proposal Evaluation Committee
<b>TRIMARC</b>	Traffic Response and Incident Management Assisting the River Cities
<b>VPN</b>	Virtual Private Network
<b>WAN</b>	Wide Area Network

“**Addenda/Addendum**” means supplemental additions, deletions, and modifications to the provisions of the RFP after the release date of the RFP.

“**Agreement**” means the Toll Services Agreement to be entered into between Toll System Provider and the IFA on behalf of the Joint Board.

“**All Electronic Tolling**” means an electronic toll collection system without toll plazas, where drivers are charged the toll without having to stop, slow down or stay in a given lane.

“**Authorized Representative**” has the meaning set forth in ITP Section 2.2.1.

“**Confidential**” or “**confidential**” has the meaning set forth in ITP Section 2.3.1.

“**Conflict of Interest Disclosure Statement**” means the certificates, executed by or on behalf of (i) Proposer, on behalf of itself and its team, and (ii) each of Proposer’s Equity Members, Major Subcontractors, other Subcontractors identified as of the Proposal Due Date and Financially Responsible Parties, delivered with its Proposal and conforming to Form F to the ITP.

“**Contract Price**” means the amount identified as Payment Milestone CP-0017 on Form G-1, which is denoted as “Total Toll Collection System Capital and Operations and Maintenance Price.”

“**Disadvantaged Business Enterprise**” or “**DBE**” has the meaning set forth in 49 CFR Part 26. See also ITP Section 1.9.

“**Equity Member**” means (a) each entity with a direct equity interest in the Proposer (whether as a member, partner, joint venture member, or otherwise), and (b) each entity proposed to have a direct equity interest in the Toll System Provider.

“**Execution Documents**” shall have the meaning set forth in ITP Section 5.1.

“**Executive Summary**” shall have the meaning set forth in Exhibit B, Section 3.1.

**“Financially Responsible Party”** means an entity with financial capacity and standing that will be acceptable to the Joint Board as a guarantor of the Proposer’s obligations under the Contract if the Proposer were to be awarded the Contract by the Joint Board.

**“FOIA”** means Freedom of Information Act.

**“FTP Site”** has the meaning set forth in ITP Section 1.6.

**“Instructions to Proposers”** or **“ITP”** means those documents, including exhibits and forms in Exhibit D, included in the RFP containing directions for the preparation and submittal of information by the Proposers in response to the RFP. See also ITP Section 1.1.

**“Major Subcontractors”** shall mean the following members of Proposer’s team, if such team members do not hold an equity interest in Proposer: (a) any entity or person with whom Toll System Provider intends to enter into any subcontract to perform any part of the Project or to provide any materials, equipment or supplies for the Project on behalf of Toll System Provider and any other Person with whom any Subcontractor further subcontracts any part of the Project, at all tiers, in each case with a contract valued at greater than or equal to 15% of the overall capital costs to design, construct, equip, install, integrate and test the ETCS; and (b) the entity(ies) primarily responsible for the following:

- (a) Roadside ETCS;
- (b) Toll Operations Center;
- (c) BOS; and
- (d) CSC.

**“Key Personnel”** means those personnel identified in ITP Section 2.9.4 and Form B-2.

**“Non-Collusion Affidavit”** means the affidavit, executed by or on behalf of Proposer and its Equity Members, delivered with its Proposal and conforming to Form D to the ITP.

**“Ohio River Bridges Project”** has the meaning set forth in Section 1.5.

**“Other Execution Documents”** has the meaning set forth in Section 5.1.1.

**“Post-Selection Deliverables”** has the meaning set forth in ITP Section 4.11.1.

**“Pre-Proposal Submittals”** shall mean the submittal(s) described in ITP Section 2.9 relating to changes in the Proposer’s organization or Key Personnel.

**“Preferred Proposer”** means the apparent best value Proposer, as evidenced by being the highest scoring Proposer in the best value determination pursuant to ITP Section 4.2.



**“Preliminary Project Schedule”** has the meaning set forth in Section 6 of Exhibit B of the ITP.

**“Price Proposal”** means that part of the Proposal described in Exhibit C of the ITP.

**“Price Score”** has the meaning set forth in ITP Section 4.2.1.

**“Project”** has the meaning set forth in ITP Section 1.1.

**“Proposal”** shall have the meaning set forth in ITP Sections 1.1 and 1.8.

**“Proposal Due Date”** means the deadline for submission of Proposals identified in ITP Section 1.7.1.

**“Proposal Letter”** means the letter, executed by or on behalf of Proposer, delivered with its Proposal and conforming to Form A to the ITP.

**“Proposal Revision”** has the meaning set forth in ITP Section 4.8.

**“Proposer”** means the entity submitting a Proposal for the Project in response to this RFP.

**“Proposer Authorized Representative”** means an individual authorized by Proposer in its Proposal to act on behalf of the Proposer relating to the procurement.

**“Public Records Act”** means, collectively, Indiana Code 5-14-3 and relevant provisions of Indiana Code 8-15.5-4-2, 6 and 13.

**“Request for Proposals”** or **“RFP”** means the set of documents identifying the Project and its Work to be performed and materials to be furnished in response to which a Proposal may be submitted by a Proposer. The RFP includes the ITP, Contract Documents, and Reference Documents. See also ITP Section 1.1.

**“Responsibility Information”** means the information, documents and materials set forth in Exhibit G of the ITP.

**“Responsible Proposer”** has the meaning set forth in ITP Section 2.9.2.

**“RFP Documents”** has the meaning set forth in ITP Section 1.6.

**“Stakeholder”** has the meaning set forth in Section 2.2.3(d).

**“Surety”** means the individual or entity committing to provide any of the bonds identified in the RFP, which individual or entity must be an Eligible Surety.

**“Technical Proposal”** means that part of the Proposal described in Exhibit B of the ITP.

**“Technical Proposal Evaluation Committee”** or **“TPEC”** means the committee that performs the review and evaluation of the Technical Proposal as set forth in ITP Section 4.1.

“**Technical Score**” means the score for evaluation of the Technical Proposal as determined pursuant to Section 4.2.2 of the ITP.

“**Toll System Provider**” means the successful Proposer that enters into the Agreement with the Joint Board pursuant to this RFP.

“**Total Proposal Score**” means the score for evaluation of the Proposal as determined pursuant to Section 4.6 of the ITP.

“**Value Add**” has the meaning assigned such term in the Technical Response Form Legend in Form K of Exhibit D to the ITP.

“**Website**” means, collectively, [www.in.gov/ifa/2331.htm](http://www.in.gov/ifa/2331.htm) and <http://www.in.gov/dot/div/contracts/letting/index.html>.

“**Workbook**” means the Excel Workbook provided to Proposers as Form G on which Proposers are to submit their Price Proposals.

For definitions of other initially capitalized terms, see Exhibit A of the Contract Documents.

## Exhibit B

### TECHNICAL PROPOSAL INSTRUCTIONS

#### **1.0 General Instructions**

This Exhibit B describes the submission format for Technical Proposals and outlines the required information that will comprise a Technical Proposal.

Proposers shall submit the information required by this Exhibit B in the organization and format specified herein. The Technical Proposal shall be organized in the order listed in Exhibit F (except for appendices that may be included in the appropriate volume), and shall be clearly indexed. Each component of the Technical Proposal shall be clearly titled and identified.

All forms named herein are found in Exhibit D unless otherwise noted. All blank spaces in the Proposal forms must be filled in as appropriate. No substantive change shall be made in the Proposal forms.

Evidence of signature authority shall be provided for all individuals signing forms. Item B on page 5 of Form A identifies requirements regarding evidence of signature authorization for the Proposal Letter. Similar authorization shall be provided for all other signatories.

Only Responsible Proposers shall be entitled to submit a Technical Proposal.

#### **2.0 Format**

The Technical Proposal shall be limited to the Technical Response (Form K), plus the executive summary, Preliminary Project Schedule and the materials described in Sections 3.2 and 4.0 of this Exhibit B.

The Technical Proposal shall be contained in two volumes: Volume 1-Executive Summary, Administrative Materials and Forms, and Financial Information and Volume 2-Technical Response and Preliminary Project Schedule.

The qualifications information required under Section 3.2.15 shall not exceed 3 pages plus Form O for up to three (3) projects. The Technical Response (Form K) is limited to 350 pages (inclusive of the pages of Form K) in total and the Preliminary Project Schedule, including narrative, is limited to 10 pages in total. There are no page limitations for the materials described in Sections 3.2 and 4.0 of this Exhibit B.

#### **3.0 Contents of the Technical Proposal**

The required contents and organization of the Technical Proposal are presented in this Exhibit B and summarized in the Proposal checklist provided in Exhibit F. Proposers must provide all the information set out in this Exhibit B. A copy of the checklist for the Technical Proposal shall be included in each volume of the Technical Proposal. Proposers shall not

amend the order or change the contents of the checklist except to provide the required cross reference to its Proposal.

The Technical Proposal shall consist of the following major elements:

- (A) Executive Summary (in Volume 1);
- (B) Proposer Information, Certifications, and Documents (including required Forms A through F, Form H through J and Form L) (in Volume 1 unless otherwise noted);
- (C) Financial Information (in Volume 1);
- (D) Technical Response (Form K) (in Volume 2); and
- (E) Preliminary Project Schedule (in Volume 2).

### **3.1 Executive Summary**

An Executive Summary, not exceeding 4 pages. The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with Proposer's Proposal and its ability to satisfy the financial and technical requirements of the Project. The Executive Summary shall not include any information regarding pricing or the Price Proposal.

Each Proposer shall attach to the Executive Summary the following two organization charts:

- (1) A table identifying and indicating the roles of the Equity Members and Major Subcontractors and their shares of ownership of any joint venture or other entities; and
- (2) A table identifying and showing the relationship between any of the Equity Members and Major Subcontractors and any Guarantors and Financially Responsible Parties.

These charts will not be counted towards the page limit for the Executive Summary.

The Executive Summary shall be contained in Volume 1.

### **3.2 Proposer Information, Certifications, and Documents**

All materials delineated in this Section 3.2 shall be contained in Volume 1 unless otherwise noted.

If a form required hereunder calls for execution or information concerning an Equity Member or a Major Subcontractor and that entity is a consortium, partnership or joint venture, the form must be provided for both the consortium, partnership or joint venture entity, as well as the individual members of the consortium partnership or joint venture; provided, however, that

execution of the form, if required, on behalf of the consortium partnership or joint venture need only be by an authorized signatory of the consortium partnership or joint venture.

### **3.2.1 Proposal Letter**

The Proposal shall include the Proposal Letter (Form A). The Proposer shall attach to the Proposal Letter evidence of authorization to execute and deliver the Proposal, the Contract and all other documents required to be executed by the Proposer or Toll System Provider in connection with the Agreement and award of the Agreement, and shall identify its authorized representative(s). If Proposer is a consortium, partnership or any other form of joint venture, then the Equity Members of Proposer may each execute a single document authorizing a nominated and identified representative to execute documents on each of their behalf in respect of the Proposer.

### **3.2.2 Information About the Proposer and Subcontractors**

The Proposal shall include a completed chart on Form B-1, including the names, contact information, role in organization, licensing information, and description of work (if applicable) for the Proposer and Equity Members.

The Proposal shall include a completed Form B-2 providing information about the Proposer and its team as specified therein.

The Proposal shall include a completed Form B-3 providing information regarding each Major Subcontractor and other Subcontractors identified by the Proposer as of the Proposal Due Date, including those included in the Proposer's Responsibility Information.

The Proposal shall include copies of organizational documentation described in pages 5 and 6 of Form A for Proposer and Equity Members, as well as other documentation required by Form B-2. If any modification to the organizational documents for such entity is contemplated prior to award or, if Proposer intends to form an affiliated entity to be Toll System Provider, Proposer shall provide a brief description of the proposed legal structure and draft copies of the underlying organizational documents (described in pages 5 and 6 of Form A) for such proposed entity.

If Proposer is a consortium, partnership or any other form of joint venture, the Proposal shall contain an executed teaming agreement or, if the entities making up the Proposer have not executed a teaming agreement, a summary of the key terms of the anticipated agreement.

If the Toll System Provider is to be a consortium, partnership or any other form of a joint venture, or an association that is not a legal entity, the Proposal shall contain a letter signed by each Equity Member and any other member who will make up the Toll System Provider indicating they will accept joint and several liability for the Toll System Provider's obligations under the Agreement. If the Toll System Provider is not a consortium, partnership or any other form of a joint venture, or an association that is not a legal entity, such a letter shall not be required.

### **3.2.3 Responsible Proposer, Equity Member, Major Subcontractor and Financially Responsible Party Questionnaire**

The Proposal shall include Form C, the “Responsible Proposer, Equity Member, Major Subcontractor and Financially Responsible Party Questionnaire”. The form executed by a Proposer shall be signed by the same individual(s) who sign the Proposal Letter. The forms signed by Equity Members, Major Subcontractors and Financially Responsible Parties shall be signed by an authorized representative of such entity. A new Form C must be submitted by each of such entities with the Proposal even though it will also have been submitted as part of the Responsibility Information.

### **3.2.4 Letter Approving Pre-Proposal Submittals**

Proposer shall provide a copy of IFA’s notification that it is a Responsible Proposer. If a Proposer’s organization (Equity Members or Major Subcontractors) have changed since submission of the Responsibility Information, the Proposer shall specifically describe such changes in the Proposal and, if applicable, include a copy of IFA’s approval letter, on behalf of the Joint Board, provided under ITP Section 2.9.3. Proposer shall also provide a copy of IFA’s approval letter, on behalf of the Joint Board, provided under ITP Section 2.9.4 with respect to Key Personnel.

### **3.2.5 Non-Collusion Affidavit**

The Proposal shall include Form D, certifying that the Proposal is not the result of and has not been influenced by collusion.

Form D shall be executed by each Proposer on its behalf and by each of the Equity Members separately on their own behalves.

### **3.2.6 Certification Regarding Buy America**

The Proposal shall include Form E, regarding Buy America requirements.

### **3.2.7 Surety/Financial Institution Information**

The Proposal shall include the following information regarding the Payment Bonds and Performance Security to be provided in accordance with Section 8.1 of the Agreement:

- Name of Surety (which must be an Eligible Surety) and the name and address of the agent.
- Whether the listed Surety defaulted on any obligation within the past ten years (measured from the date of issuance of the RFP), and the details in the event of such default.
- A letter from the Surety indicating that the Surety has reviewed the Contract Documents, including Article 4 of the Agreement, and is prepared to issue the

Performance Bond(s) and Payment Bond(s) in the form and amount required by the Agreement. The letter must specifically state that the Surety has read the RFP (including the ITP) and any addenda and has evaluated the backlog and work in progress for the entity for which it will provide the bonds in determining its willingness to issue the Performance Bond(s) and Payment Bond(s). The letter may include no conditions, qualifications, or reservations for underwriting or otherwise, other than a statement that the commitment is subject to award and execution of the Agreement and issuance of a notice to proceed thereunder; provided, however, that the Surety may reserve in its letter the right to reasonably approve any material adverse changes made to the Agreement or the Technical Provisions following the date of the letter, but excluding any change orders and any changes or information reflected in the Proposal, such as Proposer commitments. Separate letters for one or more of the individual Equity Members are acceptable, as is a single letter covering all Proposer team members. If more than one letter is provided, each letter shall set forth the portion of the bond amount the Surety will be issuing.

- In instances where the response to Exhibit B, Sections 4.1 and 4.2, contains descriptions of proposed or anticipated changes in the financial condition of Proposer or any other entity for which financial information is submitted as required hereby for the next reporting period, a certification that the Surety's/bank's/financial institution's analysis specifically incorporates a review of the factors surrounding such changes and identifying any special conditions which may be imposed before issuance of surety bonds for the Project.

### **3.2.8 Conflict of Interest Disclosure**

Attention is directed to Section 2.8.2 of the ITP. Proposers' attention is also directed to 23 CFR Part 636 Subpart A.

Each Proposer, on behalf of itself and all entities on the Proposer's team, and each of Proposer's Equity Members, Major Subcontractors, other Subcontractors identified as of the Proposal Due Date and each Financially Responsible Party shall voluntarily disclose to the IFA and the Joint Board, in writing, any fact that may provide it with an unfair competitive advantage and/or potential or actual conflict of interest. The Proposal shall include a certification on Form F by Proposer, on behalf of itself and all entities on the Proposer's team, and separately by each of Proposer's Equity Members, Major Subcontractors, other Subcontractors identified as of the Proposal Due Date and each Financially Responsible Party describing potential organizational conflicts of interest, including disclosure of all relevant facts concerning any past, present, or currently planned interest that may present an organizational conflict of interest. Each Proposer, on behalf of itself and its team, and each of Proposer's Equity Members, Major Subcontractors, other Subcontractors identified as of the Proposal Due Date and each Financially Responsible Party shall complete and deliver a certification on Form F even if such entity has nothing to disclose, in which case, such entity shall so indicate on Form F.

If any such entity above made a disclosure regarding conflicts of interest in its Responsibility Information, such entity shall complete and deliver the Form F certification, appending its disclosure in the Responsibility Information to Form F.

The Joint Board may preclude or disqualify a Proposer from participation in the procurement and subsequent Agreement if the Proposer or Proposer team is deemed to have an unfair competitive advantage or a conflict of interest under applicable state or federal law.

Each entity that was required to submit a Form F with the Responsibility Information shall submit a new Form F as described above with the Proposal even though it will also have been submitted as part of the Responsibility Information.

### **3.2.9 Certification Regarding Equal Employment Opportunity**

The Proposal shall include Form H, regarding participation in contracts or subcontracts subject to the equal opportunity clause and the filing of required reports.

A Form H shall be provided by the Proposer, each Equity Member, and each proposed Major Subcontractor.

### **3.2.10 Use of Contract Funds for Lobbying Certification**

The Proposal shall include executed copies of Form I, regarding use of contract funds for lobbying. One copy of Form I must be executed by each of the Proposer, each Equity Member, and any proposed Subcontractors.

Form I should be modified and duplicated as needed and must be executed by Proposer, Equity Members and all proposed Subcontractors.

### **3.2.11 Debarment and Suspension Certification**

The Proposal shall include an executed copy of Form J, regarding debarment and suspension of contractors. The form is to be signed by the Proposer's authorized representative as defined in ITP Section 2.2.2. A new Form J must be submitted with the Proposal even though it will also have been submitted as part of the Responsibility Information.

### **3.2.12 Insurance**

The Proposal shall contain written evidence from an insurance company(ies), broker(s) or agent(s) that such company(ies), broker(s) or agent(s) will place all such insurance coverages required by Article 9 of the Agreement for Proposer (should they become Toll System Provider). The signatories must indicate expressly that they have read the Agreement and insurance requirements set forth therein and that the entities required to obtain insurance under the Agreement have the capability of obtaining such insurance in the coverages and under the conditions listed in the Agreement.



### **3.2.13 Confidential Contents Index**

A page executed by the Proposer that sets forth the specific items (and the section and page numbers within the Proposal at which such items are located) that the Proposer deems to be a trade secret or other confidential information protected from disclosure by an exception in the Public Records Act. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for the Joint Board to treat the entire Proposal as public information. Notwithstanding the foregoing, the list required under this Exhibit B, Section 3.2.13 is intended to provide input to IFA as to the confidential nature of a Proposer's Proposal, but in no event shall such list be binding on IFA or the Joint Board, determinative of any issue relating to confidentiality or a request under the Public Records Act or override or modify the provisions of the Public Records Act or the responsibilities of IFA or the Joint Board thereunder.

### **3.2.14 Kentucky Bidders Form**

The Proposal shall include an executed copy of Form N.

### **3.2.15 Qualifications Information**

The Proposal shall describe relevant experience held by Proposer, Equity Members of Proposer and Major Subcontractors that most successfully demonstrate the Proposer team's ability to perform the scope of services required in the Contract Documents and demonstrate their team meets the pass/fail criteria set forth in Section 4.3.1(l)-(p). Using Form O, Proposers should provide a description of up to three (3) projects that most successfully demonstrate the Proposer team's ability to perform the scope of services required in the Contract Documents and demonstrate their team meets the pass/fail criteria set forth in Section 4.3.1(l)-(p). Accompanying Form O, Proposers may add up to a one (1) page narrative for each of these three (3) projects selected for use on Form O. The project detailed descriptions can include additional information required to clarify or elaborate on the project and performance on the project. The materials provided in connection with this Section 3.2.15 shall not exceed three (3) pages, plus Form O.

## **4.0 Financial Information**

The information required under this Exhibit B, Section 4.0 shall be packaged separately for each separate entity with a cover sheet identifying the name of the organization and its role in Proposer's organization (i.e., Proposer, Equity Member, Guarantor, or Financially Responsible Party). Financial Statements shall be provided in electronic, searchable PDF and Microsoft Word format, in addition to "hard-copy" submissions as part of the Technical Proposal.

### **4.1 Updated Financial Capacity Information Since Responsibility Information**

Proposers shall clearly identify any differences between the financial capacity information submitted in the Proposal and the information submitted in the Responsibility Information.

The Technical Proposal shall include the following information for Proposer, all Equity Members, any Guarantor and any Financially Responsible Party:

- Audited financial statements (in printed form and on a CD or flashdrive) for all periods subsequent to those included in the Responsibility Information, audited by a certified public accountant in accordance with U.S. GAAP or IFRS.
- In addition, interim unaudited statements (in printed form and on a CD or flashdrive) for the period since the most recent completed fiscal year for the above entities are to be provided.

The financial statements and other financial capacity information must be in the same form and include the same materials as requested as part of the Responsibility Information (as to the periods requested herein). If an entity does not have individual financial statements, but, rather, financial statements are prepared on a consolidated basis for that entity and other entities, the consolidated financial statements shall be acceptable, but a Guarantor will be required. If no financial statements have been prepared and are available for Proposer, Equity Members, Guarantor and Financially Responsible Parties since submittal of the Responsibility Information, the applicable entity must affirmatively state that no such financial statements have been prepared and are available for submittal. Similarly, if there is no other information to update or modify for Proposer, Equity Members, Guarantor and Financially Responsible Parties since submittal of the Responsibility Information, the applicable entity must affirmatively state that there is no other information to update or modify and that the financial capacity information provided in the Responsibility Information remains current and accurate.

#### **4.2 Material Changes in Financial Condition**

A letter from the chief executive officer, chief financial officer or treasurer for each of Proposer, Equity Members, any Guarantor and any Financially Responsible Party, either (a) providing information on any material changes in financial condition since submission of the Responsibility Information and those that are pending or (b) certifying that no such material changes have occurred. Additionally, Proposers shall be required to provide updated information following the Proposal Due Date about such entities as such information becomes public.

The following list identifies certain items that the Joint Board would consider a material change in financial condition. This list is intended to be indicative only. At the discretion of the Joint Board, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process. In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, the likelihood that the developments will continue during the period of performance of the Project development, and the projected full extent of the changes likely to be experienced in the periods ahead. Estimates of the impact on revenues, expenses and the change in equity shall be provided separately for each material change as certified by the CFO or treasurer. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes. The affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any

recent material adverse changes, and those currently in progress or reasonably anticipated in the future. If the financial statements indicate that expenses and losses exceed income in the fiscal periods between submission of the Responsibility Information and most recent completed fiscal periods (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

#### List of Representative Material Changes

- A. An event of default or bankruptcy involving the affected entity, a related business unit within the same corporation, or the parent corporation of the affected entity;
- B. A downward change in tangible net worth of 10% of shareholder equity;
- C. A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity, a related business unit, or parent corporation of the affected entity;
- D. A downward change in credit rating for the affected entity, a related business unit, or parent corporation of the affected entity;
- E. Inability to meet material conditions of loan or debt covenants by the affected entity, a related business unit or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;
- F. The affected entity, a related business unit in the same corporation, or the parent corporation of the affected entity either: (i) incurred a net operating loss; (ii) sustained charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implemented a restructuring/reduction in salaried personnel exceeding 10% of its workforce or involving the disposition of assets exceeding 10% of the then shareholder equity; and
- G. Other events known to the affected entity, a related business unit or parent corporation of the affected entity which represents a material change in financial condition since submission of the Responsibility Information or may be pending for the next reporting period.

### **4.3 Guarantor Commitment**

The Proposal shall include (if a guaranty is required): (a) an irrevocable letter signed by the guarantor in the form of Form L committing to provide a guaranty in the form of Exhibit Z of the

Agreement, concurrently with execution and delivery of the Agreement by Proposer, (b) evidence of authorization of the signatory to that letter, (c) Form B-1 for the guarantor, (d) financial information described in Section 4.0 of this Exhibit B relating to the guarantor; and (e) such other information concerning the guarantor as IFA, on behalf of the Joint Board, may request. A guaranty of Toll System Provider's obligation under the Agreement is required under the following circumstances: (i) Proposer identified a guarantor or Financially Responsible Party in its Responsibility Information or was advised by IFA, on behalf of the Joint Board, that a guaranty would be required as a condition to the qualification of Proposer, (ii) Proposer provided the financial statements of another entity in the Responsibility Information as a means, in whole or in part, to demonstrate its financial capacity and capability to undertake the Project; (iii) Toll System Provider's organization is a newly formed corporation or a limited liability entity, (iv) Proposer is not the ultimate parent entity in its organizational/corporate structure; and (v) the form of organization of Proposer and/or the financially responsible parties comprising Proposer changes and IFA, on behalf of the Joint Board, determines, in its sole discretion, to require a guarantor as a condition to approving such change under ITP Section 2.9.1.

## **5.0 Contents of Technical Response**

The Technical Response shall respond to the scope of work and requirements set out in the Technical Requirements as outlined in Form K. Proposers shall respond directly to each listed requirement in the space provided for the "Proposer Response", without attachments or other materials or narrative. Proposers may size, expand and reduce the size of the "Proposer Response" boxes as they wish, subject to the maximum page limitation, but must include their complete response to the applicable item within Form K and without additional attachments, appendices, exhibits, graphs or diagrams. Any necessary graphs, charts or diagrams must be included within the "Proposer Response" boxes of Form K.

Only the "Proposer Response" portion shall be completed by Proposer and no other column or fields shall be altered or modified by Proposer, including the "Technical Requirement" box. Any attempt to alter or modify Form K except for completing the "Proposer Response" section/box may be grounds, in the Joint Board's sole discretion, for disqualification.

As part of the Technical Response, Proposer is required to submit or describe various plans or approaches to undertaking the Technical Requirements, completing the Project and performing the obligations under the Agreement (collectively, "Proposer Preliminary Plans"). Proposer's submission of Proposer Preliminary Plans shall not limit, modify or alter IFA's or the Joint Board's ability to review and approve the Proposer Preliminary Plans, and selection of a Proposer shall not be deemed to be acceptance or approval of the Proposer Preliminary Plans. The Joint Board may require modifications to the Proposer Preliminary Plans under the Agreement and may disapprove some or all of the Proposer Preliminary Plans, or any portion thereof, if submitted for approval under the Agreement.

## 6.0 Preliminary Project Schedule

The Proposal shall include a summary level Preliminary Project Schedule and narrative for all planning, installation, integration and operations and maintenance during delivery and operations and maintenance phases of the Project (the "Preliminary Project Schedule"). The Preliminary Project Schedule and narrative may not exceed 10 pages in the aggregate. The Preliminary Project Schedule shall include key activities and milestones included in the baseline planning, installation and integration schedule and the operations and maintenance baseline schedule. The Preliminary Project Schedule shall use a high level critical path method and shall represent Proposer's plan for completing the Project from Notice to Proceed until acceptance of the results of a successful System Acceptance Test. For purposes of developing the Preliminary Project Schedule, Proposers should assume that the Revenue Service Date is the same as the Tolling Readiness Date. Proposers shall include their proposed Preliminary Project Schedule (in 11" x 17") format as an appendix to Form K. The Preliminary Project Schedule appendix shall not be counted in the Form K response page limit.

Proposer's Preliminary Project Schedule submission shall not limit, modify or alter IFA's or the Joint Board's ability to review and approve the Preliminary Project Schedule, and selection of a Proposer shall not be deemed to be acceptance or approval of Proposer's Preliminary Project Schedule. The Joint Board may require modifications to the Preliminary Project Schedule under the Agreement and may disapprove the Preliminary Project Schedule, or any portion thereof, if submitted for approval under the Agreement.

## Exhibit C

### PRICE PROPOSAL INSTRUCTIONS

#### **1.0 General Instructions**

This Exhibit C describes the submission format for price proposals and outlines the required information that will comprise a Price Proposal.

Each Proposer shall submit the information required by this Exhibit C in the organization and format specified herein. The Price Proposal shall be organized in the order listed in Exhibit F, and shall be clearly indexed. Each component of the Price Proposal shall be clearly titled and identified. The Price Proposal shall be submitted in electronic format in the same order and manner in which the Price proposal was received. If cells are locked in the pricing spreadsheet, Proposers shall not unlock the cells to change or alter a formula. Alteration of the Price Proposal spreadsheet may result in disqualification.

All forms named herein are found in Exhibit D unless otherwise noted. All blank spaces in the Proposal forms must be filled in as appropriate. No substantive change shall be made in the Proposal forms.

Only Responsible Proposers shall be entitled to submit a Price Proposal.

#### **1.1 Format of Price Proposal; Interpretation Matters**

All financial information provided in the Price Proposal shall be in U.S. Dollar currency only and all amounts shall be clearly identified as real or nominal dollars. All dollar amounts proposed shall be in whole dollar increments (e.g., no amounts with cents shall be proposed).

If there are any discrepancies between the hard copy and electronic copy of any quantitative information provided in the Price Proposal, the hard copy version will prevail. If there are any differences between the sum of individual line amounts and totals, the individual line amounts will prevail.

The Price Proposal should include only those tables and forms included within Form G. Any materials or narrative included in the Price Proposal or otherwise in the Proposal that describes the basis of pricing or includes assumptions, qualifications, reservations or conditions related to the Price Proposal and pricing or which indicates are subject to later negotiation or potential change order shall be disregarded and not binding on the IFA and Joint Board and may, in the sole discretion of the IFA, result in a finding that the Proposal is nonresponsive and that the Proposer is disqualified.

#### **1.2 Contents of Price Proposal**

All parts of the Proposal that indicate price and financial terms are to be included in the Price Proposal. No parts of the Proposal that indicate price and financial terms are to be included in the Technical Proposal.

The required contents and organization of the Price Proposal are presented in this Exhibit C and summarized in the Proposal checklist provided in Exhibit F. Proposers are to provide all the information set out in this Exhibit C.

### **1.3 Price Tables/Forms**

Proposer shall complete all of the tables and forms included within Form G. Form G, as finalized pursuant to Section 4.10 of the ITP, shall be appended to the Agreement as Exhibit C.

### **2.0 Verification**

Each Proposer shall satisfy itself as to the payments, costs and tax consequences of entering into the Agreement and becoming the Toll System Provider. Neither IFA nor the Joint Board make any representations or warranties, express or implied, and assumes no liability whatsoever, with respect to the consequences of federal, state, local or other income tax treatment of Toll System Provider under the Agreement.

**Exhibit D**  
**REQUIRED FORMS**

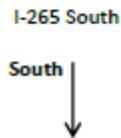
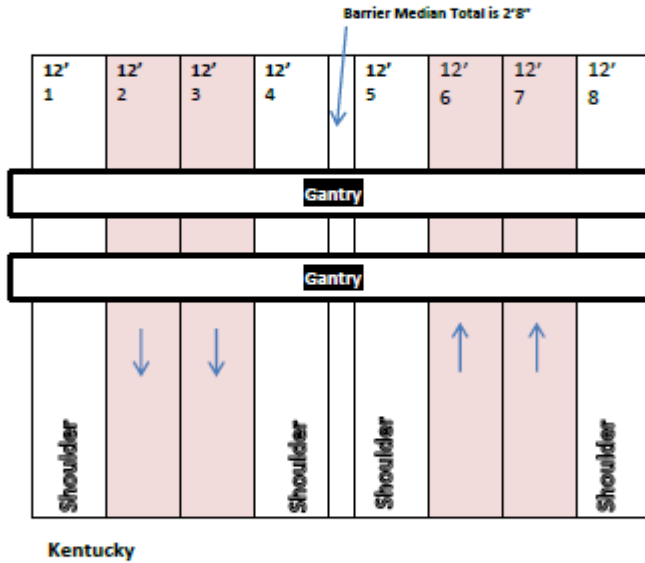
(see attached)



**Exhibit E**  
**SITE PLAN**



# STRAIGHT LINE DIAGRAM

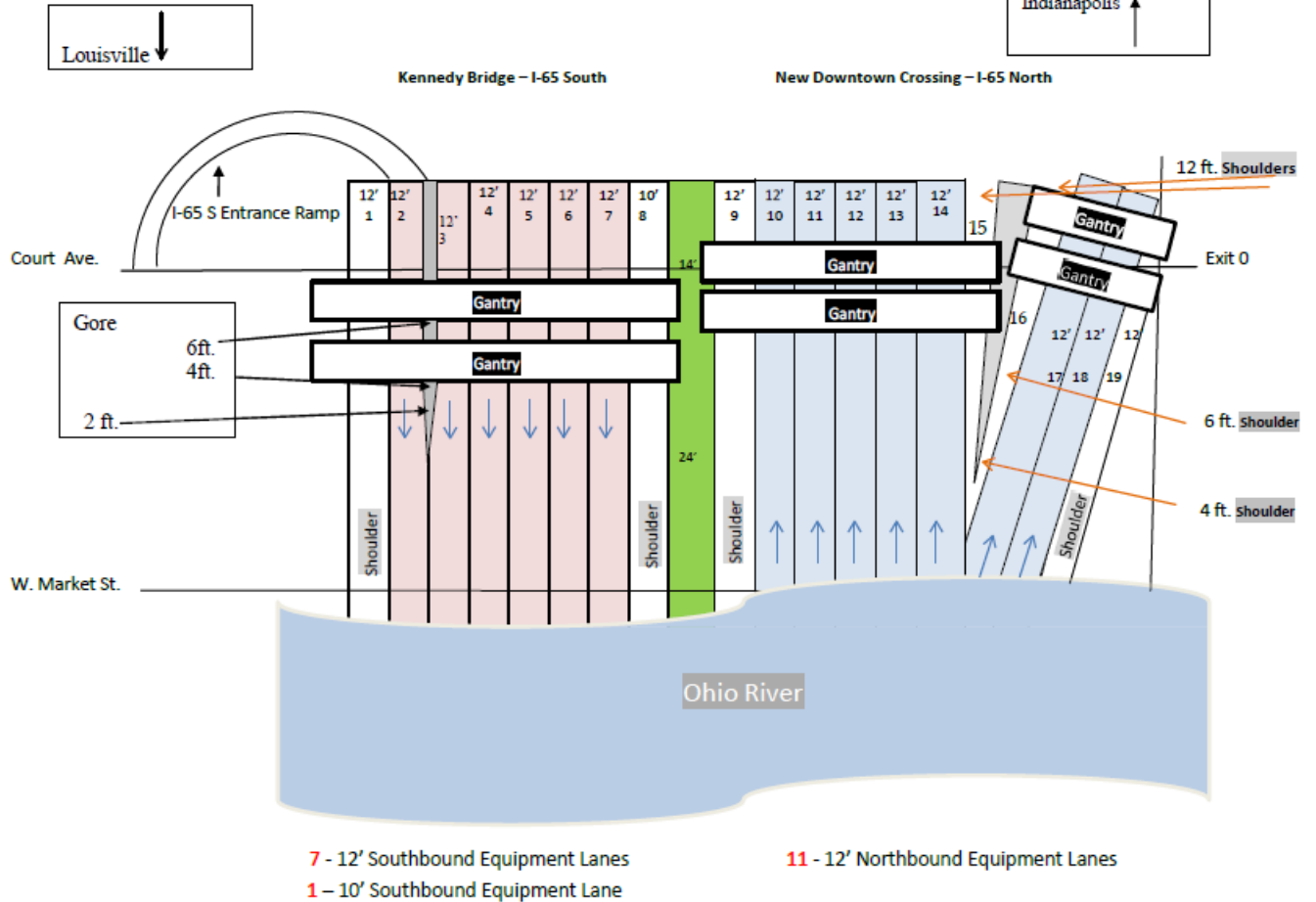


4 - 12' northbound equipment lanes

4 - 12' southbound equipment lanes

**This is a conceptual drawing only to identify the number of equipment lanes and is not to scale, and dimensions are approximations only.**

LSIORB Downtown Crossing Equipment Lanes



This is a conceptual drawing only to identify the number of equipment lanes and is not to scale, and dimensions are approximations only.

## Exhibit F

### SUMMARY AND ORDER OF PROPOSAL CONTENTS

Technical Proposal Component	Form (if any)	ITP Section Cross-Reference
<b>A. Executive Summary</b>		
Executive Summary ( <b>Exclude price information</b> )	No forms are provided	<u>Exhibit B, Section 3.1</u>
<b>B. Proposer Information, Certifications &amp; Documents</b>		
Proposal Letter	<u>Form A</u>	<u>Exhibit B, Section 3.2.1</u>
Authorization Documents	No forms are provided	<u>Exhibit B, Section 3.2.1</u>
Identification of Proposer and Equity Members	<u>Form B-1</u>	<u>Exhibit B, Section 3.2.2</u>
Information About Proposer Organization	<u>Form B-2</u>	<u>Exhibit B, Section 3.2.2</u>
Information About Major Subcontractors	<u>Form B-3</u>	<u>Exhibit B, Section 3.2.2</u>
Letter accepting joint and several liability, if applicable	<u>No forms are provided</u>	<u>Exhibit B, Section 3.2.2</u>
Responsible Proposer, Equity Member, Major Subcontractor and Financially Responsible Party Questionnaire	<u>Form C</u>	<u>Exhibit B, Section 3.2.3</u>
Letter(s) Regarding Pre-Proposal Submittals	No forms are provided	<u>Exhibit B, Section 3.2.4</u>
Non-Collusion Affidavit	<u>Form D</u>	<u>Exhibit B, Section 3.2.5</u>
Buy America Certification	<u>Form E</u>	<u>Exhibit B, Section 3.2.6</u>
Surety/Financial Institution Information	No forms are provided	<u>Exhibit B, Section 3.2.7</u>
Conflict of Interest Disclosure Statements	<u>Form F</u>	<u>Exhibit B, Section 3.2.8</u>
Equal Opportunity Employment Certifications	<u>Form H</u>	<u>Exhibit B, Section 3.2.9</u>
Lobbying Certifications	<u>Form I</u>	<u>Exhibit B, Section 3.2.10</u>

Technical Proposal Component	Form (if any)	ITP Section Cross-Reference
Debarment and Suspension Certifications	<u>Form J</u>	<u>Exhibit B, Section 3.2.11</u>
Insurance Letters	No forms are provided	<u>Exhibit B, Section 3.2.12</u>
Confidential Contents Index	No forms are provided	<u>Exhibit B, Section 3.2.13</u>
Kentucky Bidders Form	<u>Form N</u>	<u>Exhibit B, Section 3.2.14</u>
Qualifications Information	<u>Form O</u>	<u>Exhibit B, Section 3.2.15</u>
Copies of Organizational Documents	No forms are provided	<u>Exhibit B, Section 3.2.2</u>
Proposer Teaming Agreement or Key Terms	No forms are provided	<u>Exhibit B, Section 3.2.2</u>
Executed Contracts or Term Sheets/Heads of Terms	No forms are provided	<u>Exhibit B, Section 3.2.2</u>
<b>C. Financial Information</b> Proposer must provide the corporate and financial information identified in <u>Section 4.0 of Exhibit B</u> , for the Proposer, Equity Members, Guarantors and any other Financially Responsible Party	No forms are provided	<u>Exhibit B, Section 4.1</u>
<b>C1</b> Audited Fiscal Financial Statements and related updated financial materials submitted as part of the Responsibility Information for all periods subsequent to the submittal of the Responsibility Information and unaudited interim financial statements ( <u>Exhibit B, Section 4.1</u> )	No forms are provided	<u>Exhibit B, Section 4.1</u>
<b>C2</b> Letter regarding material change in financial condition since submission of the Responsibility Information and for next reporting period ( <u>Exhibit B, Section 4.2</u> )	No forms are provided	<u>Exhibit B, Section 4.2</u>
<b>C3</b> Guarantor Letter of Support ( <u>Exhibit B, Section 4.3</u> )	<u>Form L</u>	<u>Exhibit B, Section 4.3</u>
<b>D. Technical Response</b>		

Technical Proposal Component	Form (if any)	ITP Section Cross-Reference
Technical Response	Form K	<u>Exhibit B, Section 5.0</u>
<b>E. Preliminary Project Schedule</b>		
Preliminary Project Schedule	No forms are provided	<u>Exhibit B, Section 6.0</u>

**Price Proposal**

Proposers shall follow the order of the Price Proposal Checklist in their submissions. A referenced copy of this document shall be submitted with the Price Proposal.

**A. Price Forms**

Price Forms	<u>Form G</u>	<u>Exhibit C, Section 1.3</u>
-------------	---------------	-------------------------------

## **EXHIBIT G**

### **RESPONSIBILITY INFORMATION**

#### **1.0 Name of Proposer**

Identify the legal name of Proposer. If the name is a “doing business as” (DBA), identify underlying names. Identify a single point of contact (a real person) and include the following information: name, title, address, telephone and fax numbers and electronic mail address. Identify the legal name and nature of Proposer and the state of its organization. If a Proposer has branch offices, state which office will be performing the majority of the work.

#### **2.0 Equity Members**

For each Equity Member of Proposer, identify the entity’s role, planned equity ownership percentage and the entity’s legal nature and state of organization. If a Proposer is a single entity, it will be deemed to be the sole “Equity Member” for purposes of this RFP and Responsibility Information submittal requirements.

#### **3.0 Major Subcontractors and Other Subcontractors**

Identify all Major Subcontractors and other Subcontractors that have been identified as of the date of the Responsibility Information. For each Major Subcontractor, identify the entity’s role and the entity’s legal nature and state of organization. If a Major Subcontractor has branch offices, state which office will be performing the majority of the work.

#### **4.0 Organizational Charts**

Provide an organizational chart which sets forth Proposer structure, teaming arrangements and reporting requirements.

#### **5.0 Legal Information**

The following information regarding legal issues affecting Proposer and its team members shall be submitted:



## 5.1 Legal Liabilities

Provide a list and a brief description of all instances during the last five (5) years involving toll projects in North America in which Proposer, any Equity Member, any Major Subcontractor or any Affiliate of the foregoing was (i) determined, pursuant to a determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract, or (ii) terminated for cause. For each instance, identify an owner's representative with a current phone and fax number (and e-mail address if available).

For purposes of this Section 5.1 and Section 5.2, "Affiliate" means and includes parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Subcontractor as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer, any Equity Member or any Major Subcontractor), and other financially liable or responsible parties for the Proposer, that, within the past five (5) years have engaged in business or investment in North America.

## 5.2 Legal Proceedings

Provide a list and a brief description (including the resolution) of each arbitration, litigation, dispute review board and other formal dispute resolution proceeding occurring during the last five (5) years related to a toll project in North America involving a claim or dispute between the project owner and Proposer, any Equity Member, any Major Subcontractor or any Affiliate of the foregoing involving an amount in excess of the smaller of (a) 2% of the original contract value or (b) \$500,000 on projects with a contract value in excess of \$15 million. Include items that were subject to arbitration, litigation, dispute review board or other formal dispute resolution proceedings even if settled without completion of the proceeding.

## 6.0 Responsible Proposer, Equity Member, Major Subcontractor and Financially Responsible Party Questionnaire (Form C) and Debarment and Suspension Certification (Form J)

Proposer shall include executed originals of Form C from each of Proposer, each Equity Member of Proposer, each Major Subcontractor and each Financially Responsible Party. Proposer shall include an executed original of Form J with respect to Proposer, each Equity Member of Proposer, each Major Subcontractor and each Financially Responsible Party.

*With respect to the information solicited in Section 5.0 and Section 6.0, failure to fully disclose this information, conditional or qualified submissions (i.e., "to our knowledge", "to the extent of available information", "such information is not readily available", "such information is not maintained in the manner requested", etc.) to requests or questions posed, incomplete or inaccurate submissions or non-responsive submissions, or failure to provide information enabling IFA and the Joint Board to contact owner representatives may, in the sole discretion*

*of the Joint Board, lead to a determination of a non-Responsible Proposer and disqualification from the procurement process.*

## **7.0 Conflicts of Interest (Form F)**

Proposer shall include executed originals of Form F for Proposer, each Equity Member of Proposer, each Major Subcontractor, each other Subcontractor and each Financially Responsible Party. See Section 3.2.8 of Exhibit B to the ITP for a description of this form.

## **8.0 Financial Information**

The following items should be packaged separately for each Proposer, Equity Member and Financially Responsible Party (in each case, if a consortium, partnership or any other form of a joint venture, all such members) with a cover sheet identifying the name of the organization and its role in Proposer's organization. An original and five copies of such materials are required.

### **8.1 Financial Statements and Credit Ratings**

- a. Financial statements for Proposer, Equity Members of Proposer and Financially Responsible Party (in each case, if a consortium, partnership or any other form of a joint venture, all such members) for the three (3) most recent completed fiscal years must be provided to demonstrate financial capability of Proposer team. If the entity has been in existence for less than three (3) fiscal years, Proposer should expressly state that such entity has been in existence for less than three (3) fiscal years and shall provide financial statements for the number of fiscal years it has been in existence.
- b. Financial Statement information must be consolidated where required by generally accepted accounting principles (GAAP) or International Financial Reporting Standards (IFRS) and must include:
  - i. Auditor's Report;
  - ii. Balance Sheet;
  - iii. Income Statement or Statement of Comprehensive Income;
  - iv. Statement of Changes in Cash Flow;
  - v. Statement of Changes in Equity; and
  - vi. Footnotes to financial statements.

- c. In addition, Financial Statements must meet the following requirements:
- i. **GAAP/IFRS:** Financial Statements must be prepared in accordance with U.S. GAAP or IFRS. If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.
  - ii. **U.S. Dollars:** Financial statements should be provided in **U.S. dollars** if available. If financial statements are not available in U.S. dollars, Proposer must include summaries of the Income Statements, Statement of Changes in Cash Flow, Statements of Changes in Equity, and Balance Sheets for the applicable time periods converted to U.S. dollars by a certified public accountant.
  - iii. **Audited:** Financial Statements must be audited by an independent party qualified to render audit opinions (e.g. a Certified Public Accountant in the US or Chartered Accountant for foreign entities). If audited financials are not available for an entity, the Responsibility Information shall include unaudited financial statements for such entity, certified as true, correct and accurate by the chief executive, chief financial officer or treasurer (or equivalent position or role) of the entity.
  - iv. **English:** Financial Statement information must be prepared in English. If the audited financial statement information for an entity is prepared in a language other than English, the original and one (1) copy of the information required under this Section 8.0 shall contain the original financial statement information and the translation, but copy numbers two (2) to five (5) need only contain the English language translation of such audited financial statements. The original must be clearly marked "Original" on its face and spine.
  - v. **Financially Responsible Party Letter of Support:** If Financial Statements of a parent company or affiliate company (a "Financially Responsible Party") are provided to demonstrate financial capability of Proposer or Equity Members of Proposer, an appropriate letter from the applicable Financially Responsible Party must be provided confirming that it will financially support all the obligations of Proposer or Equity Member of Proposer, as applicable with respect to the Project. This letter must be signed by the chief executive, chief financial officer, treasurer (or equivalent position or role) of the Financially Responsible Party.

Proposers shall note that the Joint Board may, in its discretion based upon the review of the information provided herein, or Proposer's form of organization, specify that an acceptable Financially Responsible Party or a parent or affiliate guaranty is required as a condition precedent prior to qualification or award of the Agreement.

For purposes of this subsection (c), (i) "parent company" means parent companies at any tier and (ii) "affiliate company" means (A) subsidiary companies at any tier, (B) entities under common ownership, (C) joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving Proposer or any Equity Member as a joint venturer or partner and not to activities of other joint venturers or partners not involving Proposer or any Equity Member), and (D) other financially liable or responsible parties for the entity.

- d. **Newly Formed Entity:** If Proposer, an Equity Member of Proposer or Financially Responsible Party is a newly formed entity and does not have independent and historical financial statements, financial statements for the equity owners/members shall be provided (and the entity shall expressly state that the entity is a newly formed entity and does not have independent and historical financial statements). In the event of a newly formed entity, the Joint Board may, in its discretion, specify that an acceptable Financially Responsible Party or a parent or affiliate guaranty is required as a condition precedent prior to qualification or award of the Agreement.
- e. **SEC Filings:** If any entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their most recent annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K which has been filed since the latest filed 10K.
- f. **Confidentiality:** Proposer shall identify any information which it believes is entitled to confidentiality by placing the word "confidential" on each page as described in ITP Section 2.5.
- g. **Credit Ratings:** Proposer shall provide a list identifying (1) each entity for which financial statements are provided, (2) a statement indicating whether each entity has a credit rating, (3) and, if so, providing a copy of its current credit rating.

## 8.2 Material Changes in Financial Condition

- a. Provide information regarding any material changes in financial condition for Proposer, each Equity Member and each Financially Responsible Party (if any of the foregoing are a consortium, partnership or any other form of a joint venture, for all such members) for (i) the past three (3) years; (ii) the period from the most recent

balance sheet to the date of the Responsibility Information, and (iii) for changes anticipated for the next reporting period. Information pertaining to pending material changes may be marked confidential if required by law. The Proposer shall update its response for any material changes in financial condition subsequent to submitting the Responsibility Information if it becomes a Responsible Proposer.

- b. If no material change has occurred and none is pending, each of these entities shall provide a letter from their respective chief executive officer, chief financial officer or treasurer (or equivalent position or role) so certifying.
- c. In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, actual and anticipated association changes or disruptions in executive management, the likelihood that the developments will continue during the period of performance of the Project development, and the projected full extent, nature and impact, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead. Include discussion of how the change is anticipated to affect the organizational and financial capacity, ability and resolve of Proposer, each Equity Member, each Financially Responsible Party, as applicable, to remain engaged in this procurement and submit a responsive Proposal.
- d. Estimates of the impact on revenues, expenses, assets, liabilities and the change in equity will be provided separately for each material change as certified by the chief financial officer or treasurer (or equivalent position or role).
- e. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.
- f. Where a material change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent material changes, and those currently in progress or reasonably anticipated in the future.
- g. Set forth below is a representative list of events intended to provide examples of what the Joint Board considers a material change in financial condition. This list is intended to be indicative only. At the discretion of the Joint Board, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process.

#### List of Representative Material Changes

- An event of default or bankruptcy involving the affected entity, or the parent corporation of the affected entity;
- A downward change in tangible net worth of 10% of shareholder equity;

- A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity or parent corporation of the affected entity;
- A downward change in credit rating for the affected entity or parent corporation of the affected entity;
- Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;
- In the current and three (3) most recent completed fiscal years, the affected entity or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting policies direct charges to equity, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 10% of its workforce or involves the disposition of assets exceeding 10% of the then shareholder equity;
- Contingent liabilities disclosed in the notes to financial statements;
- Other events known to the affected entity which represents a material adverse change in financial condition over the past three (3) years, or may be pending for the next reporting period.

**FORM K**

**TECHNICAL RESPONSE FORM**

The below legend provides an example of a completed Technical Response Form completed by a Proposer. The Proposer shall complete and return this form and the completed form will serve as the Technical Response for each Proposer. No separate Technical Response other than this Technical Response Form will be submitted by a Proposer or evaluated by the Joint Board.

Req ID	Functional Area	Required	Value Add												
	<b>General</b>														
SA-001	The Toll System Provider shall provide equipment and technology that has already been designed, developed, tested, and currently is deployed on another AET System with a similar scope and in a similar or larger revenue operation.	X													
	<p><b>Note:</b> The Proposer shall identify in this Technical Response Form the other AET systems on which Proposer's proposed equipment and technology currently are deployed.</p> <p>Proposer Response: The TCS complies with requirement SA-001 in the following manner: <i>[Proposer to complete]</i>.</p> <p><i>[e.g., The Proposer's proposed equipment and technology have already been designed, developed, tested and currently are deployed on the following AET systems of similar scope and in a similar or larger revenue operation: XXXX toll road project; YYYY toll road project.]</i></p>														
SA-002	The Toll System Provider shall provide a System which provides a future upgrade path.	X													
	<p>Note: The Proposer shall describe in this Technical Response Form the proposed System lifecycle status. Equipment swap outs are acceptable.</p> <p>Proposer Response: The TCS complies with requirement SA-002. Tom's AET system is a modern system providing a current and scalable System that has planned lifecycle upgrades through the lifecycle of the System.</p> <table border="1"> <thead> <tr> <th>Roadside System</th> <th>Version and Description</th> <th>Lifecycle</th> </tr> </thead> <tbody> <tr> <td>Customer Website</td> <td>Version 3.4 - Dreamweaver, upgraded application server</td> <td>Hardware and Software Upgraded in 2011, next refresh planned in 2015.</td> </tr> <tr> <td>Roadside System - AVC</td> <td>OSI laser scanner DS-213 with firmware 4.5.1</td> <td>Released in 2010, product support is expected through 2020.</td> </tr> <tr> <td>BackOffice - Customer Service Center Application – CUSTOMER FIRST 4.3.1</td> <td>CUSTOMERFIRST is a web service based application using Oracle 11i DBMS and Java applications. CUSTOMERFIRST is deployed on a Sun Solaris sparc 32 dual processor.</td> <td>CUSTOMERFIRST 4.3.1 was released in 2012. An upgrade to database management system is planned in 2015 to Oracle 12g and is included in this Proposal. New smart phone compliant mobile ready application is scheduled to be deployed in 2015 and is included with this Proposal.</td> </tr> </tbody> </table>	Roadside System	Version and Description	Lifecycle	Customer Website	Version 3.4 - Dreamweaver, upgraded application server	Hardware and Software Upgraded in 2011, next refresh planned in 2015.	Roadside System - AVC	OSI laser scanner DS-213 with firmware 4.5.1	Released in 2010, product support is expected through 2020.	BackOffice - Customer Service Center Application – CUSTOMER FIRST 4.3.1	CUSTOMERFIRST is a web service based application using Oracle 11i DBMS and Java applications. CUSTOMERFIRST is deployed on a Sun Solaris sparc 32 dual processor.	CUSTOMERFIRST 4.3.1 was released in 2012. An upgrade to database management system is planned in 2015 to Oracle 12g and is included in this Proposal. New smart phone compliant mobile ready application is scheduled to be deployed in 2015 and is included with this Proposal.		
Roadside System	Version and Description	Lifecycle													
Customer Website	Version 3.4 - Dreamweaver, upgraded application server	Hardware and Software Upgraded in 2011, next refresh planned in 2015.													
Roadside System - AVC	OSI laser scanner DS-213 with firmware 4.5.1	Released in 2010, product support is expected through 2020.													
BackOffice - Customer Service Center Application – CUSTOMER FIRST 4.3.1	CUSTOMERFIRST is a web service based application using Oracle 11i DBMS and Java applications. CUSTOMERFIRST is deployed on a Sun Solaris sparc 32 dual processor.	CUSTOMERFIRST 4.3.1 was released in 2012. An upgrade to database management system is planned in 2015 to Oracle 12g and is included in this Proposal. New smart phone compliant mobile ready application is scheduled to be deployed in 2015 and is included with this Proposal.													
<b>THIS IS NOT A COMPLETE RESPONSE. THIS IS AN EXAMPLE RESPONSE.</b>															

**TECHNICAL RESPONSE FORM LEGEND**

Field Name	Description
Req ID	Unique requirement identifier for each Technical Requirement element. Each requirement has a two letter designation followed by a unique numerical value for the functional area so all requirement ID's are unique.
Functional Area	Functional area of the TCS for the Technical Requirement element. This field contains the requirement description.
Required	If marked with an "X", the Joint Board requires that the Toll System Provider meet this requirement. The Technical Requirement describes mandatory work for the Toll System Provider and is included in the Project scope. A Proposer must respond to each "Required" item by indicating that it will meet the requirement and describing how it will do so. In addition, in connection with certain "Required" items, there are "Notes" which request additional information relative to the particular Technical Requirement element.
Value Add	If marked with an "X", the Joint Board desires for this element to be met but it is not required. Proposers may respond and commit to undertake a "Value Add" item, but need not do so. If a Proposer does not wish to undertake and commit to a "Value Add" item, it should indicate "N/A" in the Proposer Response space. If a Proposer proposes to undertake and provide a Value Add item, it should indicate it will do so and describe how it will do so. In addition, in connection with certain "Value Add" items, there are "Notes" which request additional information relative to the particular element.
Proposer Response	Proposers shall use this space to submit their response to the "Required" item or "Value Add" item, as applicable. All information pertinent to the Proposer Response must be included within the "Proposer Response" box. No Attachments will be accepted outside of the Technical Requirements. Proposers shall describe, in the Proposer Response cell, the means by which the Proposer will meet the Requirement or Value Add item in sufficient detail to allow the Evaluation Committee to determine the quality of the Proposer's solution.



**System Architecture Requirements**

Req ID	System Architecture (Section SA)	Required	Value Add
SA-001	The Toll System Provider shall provide equipment and technology that has already been designed, developed, tested, and currently is deployed on another AET System with a similar scope and in a similar or larger revenue operation. (i.e. multiple toll zones, reversible lanes, "off-the-shelf" BOS/CSC)	X	
	<b>Note:</b> The Proposer shall identify in this Technical Response Form the other AET systems on which Proposer's proposed equipment and technology currently are deployed. <b>Proposer Response:</b>		
SA-002	The Toll System Provider shall provide a System which provides a future upgrade path throughout the Term of the Contract, including the extension.	X	
	<b>Note:</b> The Proposer shall describe in this Technical Response Form the current product lifecycle status and future upgrade path. Equipment swap-outs are acceptable. <b>Proposer Response:</b>		
SA-003	The Toll System Provider shall provide a System which provides redundancy for the TCS such that the TCS will meet and continue to meet all Performance Requirements as outlined in Section PR of the Technical Requirements at all times.	X	
	<b>Note:</b> The Proposer shall describe in this Technical Response Form the redundancy of the TCS for each subsystem, as well as addressing dual coverage where applicable. <b>Proposer Response:</b>		
SA-004	The Toll System Provider shall configure all servers, desktop and tablet computers to have virus protection and intrusion prevention Software that automatically obtains definition updates according to an approved, recommended, and configurable maintenance schedule provided in the Maintenance and Support Plan by the Toll System Provider.	X	
	<b>Note:</b> Virus protection Software is not applicable to Linux based platforms provided by the Toll System Provider. <b>Proposer Response:</b>		
SA-005	The Toll System Provider shall: 1) integrate the ETC into the Roadside System; 2) certify during the Installation and Delivery Phase and the TCS Operations and Maintenance Term that the Toll Zones are tuned and maintained to the ETC Contractor's specifications; 3) synchronize all ETC readers that are in the same Toll Zones; 4) analyze the site conditions, and install and configure all required sensors and Hardware in accordance with the Technical Requirements; 5) ensure full sensor coverage at all areas of the Toll Zone; 6) ensure front and rear ALPR cameras provide image coverage at all areas of the Toll Zone including during individual camera failures and excessive glare conditions and other extreme weather conditions; and 7) integrate all components of the Roadside System to provide a fully functional and operational TCS.	X	
	<b>Note:</b> The Proposer shall describe in this Technical Response Form its approach to fulfilling each of the above requirements. <b>Proposer Response:</b>		
SA-006	[Intentionally not used.]		
	<b>Proposer Response:</b>		
SA-007	All data entered or generated in the TCS shall be retrievable through reports, applications and screens via tools by TCS authorized users at remote locations.	X	

Req ID	System Architecture (Section SA)	Required	Value Add
	<b>Proposer Response:</b>		
SA-008	[Intentionally not used.]		
	<b>Proposer Response:</b>		
SA-009	All Traffic, Financial and Event Transactions and images shall be retained on-line for one (1) year after the date of Reconciliation, and shall be archived and stored for 10 years. Archived data shall be recovered and made available to the Joint Board within 48 hours of a request made by the Joint Board.	X	
	<b>Proposer Response:</b>		
SA-010	All TCS system logs shall be retained on-line for one (1) year and then shall be archived and stored for 10 years.	X	
	<b>Proposer Response:</b>		
SA-011	All data except TCS system logs shall be retained on the server in accordance with requirements of Indiana and Kentucky state statutes and administrative codes as may be in effect during the Term of the Agreement.	X	
	<b>Proposer Response:</b>		
SA-012	The Toll System Provider shall provide a quarterly written report that shows data backup and retention status for all elements of the System (e.g. Roadside System, BOS); and System access audit reports shall show the user access data and modification to the access made.	X	
	<b>Proposer Response:</b>		
SA-013	The Toll System Provider shall provide a backup and archiving schedule and Plan for the System and staff (if any) required for backing up the System. The backup Plan (included in the Maintenance and Support Plan) shall include data type and frequency of backup. Data related to the following shall be included in the backup Plan: application and associated configuration, Transaction and data information, database, operating systems, account management system, and Transaction system.	X	
	<b>Proposer Response:</b>		
SA-014	It is desired that the Toll System Provider provide fully automated data archival and purging without the assistance of a staff member.		X
	<b>Note: The Proposer shall describe in this Technical Response Form their technical approach to meet the above requirements.</b>		

Req ID	System Architecture (Section SA)	Required	Value Add
	<b>Proposer Response:</b>		
	<b>System Scalability</b>		
SA-015	The Toll System Provider shall provide a communications bandwidth sufficient to handle all System functions and ensure the data collected by the Roadside System is accessible from the CSC and TOC in near-real-time. Near-real-time means the user actions necessary to remotely access the TCS are of duration less than 2 seconds.	X	
	Note: The Proposer's Response shall include the expected response times to retrieve and view CCTV video, TCS images, and Transactions from a user in the CSC and TOC.		
	<b>Proposer Response:</b>		
SA-016	The TCS database management system shall be scalable to process at least five million (5,000,000) Transactions per day plus all associated ancillary messages without major architecture changes to the database management system.	X	
	<b>Proposer Response:</b>		
SA-017	The TCS storage shall be scalable to store at least five million (5,000,000) Transactions per day, which number is intended to include all Traffic Transactions, Financial Transactions and Event Transactions, without major architecture changes to the storage system for at least one (1) year after the date of Reconciliation.	X	
	Note: The Proposer shall size the system to work in accordance with the expected traffic based on information provided in the Traffic and Revenue Study provided to KYTC by Steer Davies Gleave. However, it is up to the Proposer to describe how the system will scale to meet this requirement. This could be done upon initial deployment or scalable as required through the term of the Contract to meet all Technical Requirements.		
	<b>Proposer Response:</b>		
SA-018	The TCS must retain Violation enforcement images and associated Transactions online in the BOS for one (1) year after the date of Reconciliation.	X	
	Note: Valid ETC Traffic Transactions may be removed after they have gone through the OCR process and validated that they are not on the Watch List.		
	<b>Proposer Response:</b>		
SA-019	The TCS BOS shall be configured and sized to support at least fifty (50) concurrent users, which shall include 10 concurrent Joint Board users, and shall also support a growth rate of 15% per annum without any degradation in performance.	X	
	Note: This requirement assumes that customers will only access the System from the Customer Website and customer access is not included in this Technical Requirement.		
	<b>Proposer Response:</b>		
SA-020	The TCS shall provide load balancing in accordance with the RS, SA and BO sections of the Technical Requirements.	X	

Req ID	System Architecture (Section SA)	Required	Value Add
	Note: The Proposer shall describe in this Technical Response Form the manner in which load balancing of the TCS will be provided, and how Proposer will describe such load balancing in the System Documentation.  <b>Proposer Response:</b>		
SA-021	The TCS shall transmit and post to the BOS database available for reporting Financial, Traffic and Event Transactions in near-real-time between the Roadside System and the BOS. Near-real-time for this requirement is defined as Transactions sent from the Roadside System to the BOS not less frequently than within four (4) hours.	X	
	Note: The Proposer shall describe in this Technical Response Form how it will integrate the Roadside System and the BOS to receive and process all Transactions in near-real-time in the TCS.  <b>Proposer Response:</b>		
SA-022	The Toll System Provider shall integrate all Transponder lists and Toll Rate Schedules in the TCS such that the BOS has a record copy of the Transponder list and corresponding Toll Rate Schedules for the time of the Traffic Transactions.	X	
	<b>Proposer Response:</b>		
SA-023	The Toll System Provider shall provide full integration between the CSC and BOS, including but not limited to: association of all customer contacts with the customer account and association of detail regarding the customer contact with the customer account (for example, wrap codes, email, letters, lockbox operations, and ad-hoc authorized user entered information).	X	
	<b>Proposer Response:</b>		
SA-024	The TCS shall provide graphical user interface (GUI) based applications that shall accommodate any authorized device connected to the System and application based on access roles and security levels.	X	
	Note: The Proposer shall provide in this Technical Response Form a list of all TCS applications that do not have a GUI.  <b>Proposer Response:</b>		
SA-025	For any systems accessible by a commercial internet browser, the Toll System Provider shall provide secure browser-based system access and navigation for internal users and role-based access for external users using the latest version and the previous version of a web browser approved by the Joint Board. Acceptable web browsers include, but are not limited to the following: Microsoft's Internet Explorer, Mozilla Firefox, Google Chrome, Apple Safari iOS.	X	
	Note: The Proposer shall describe the supported browser versions in its Technical Response Form.  <b>Proposer Response:</b>		
SA-026	The Toll System Provider shall provide secure browser-based access and navigation of the Customer Website for Project customers using the latest version and the previous version of a web browser approved by the Joint Board. Acceptable web browsers include, but are not limited to the following: Microsoft Internet Explorer, Mozilla Firefox, Google Chrome, Apple Safari iOS.	X	

Req ID	System Architecture (Section SA)	Required	Value Add
	<b>Proposer Response:</b>		
SA-027	The TCS shall provide the following regarding web navigation: 1) self-service navigation that is optimized for speed regardless of the web browser used; 2) the capability to detect and report errors if the browser used to access the Customer Website is outdated or not supported; and 3) paginate content in various ways corresponding to differences in device characteristics.	X	
	<b>Proposer Response:</b>		
SA-028	The Customer Website shall be 1) accessible to mobile devices irrespective of differences in presentation capabilities and access mechanism; and 2) accessible on a range of mobile devices, including but not limited to: smart phones and tablets.	X	
	<b>Proposer Response:</b>		
SA-029	The TCS Customer Website shall support the latest versions of mobile operating systems, including but not limited to: Apple's Safari iOS, Android operating system, Windows operating system, BlackBerry operating system	X	
	Note: The Proposer shall describe the supported versions in its response.		
	<b>Proposer Response:</b>		
SA-030	Any original Financial Transaction, Traffic Transaction or Event Transactions entered in the System shall only be modified in the System or deleted as necessary to move Transactions to long term storage in accordance with the archive requirements. Any updates to the data associated with any message shall be traceable to the original records. The TCS shall also identify the user that made the original record and any users that update original records.	X	
	<b>Proposer Response:</b>		
SA-031	Any manual intervention required shall be only by authorized users and a full audit trail of such manual intervention shall be provided with appended records within the TCS.	X	
	<b>Proposer Response:</b>		
SA-032	All confidential data (e.g. passwords, authorized user names and access rights) and Personally Identifiable Information shall be encrypted at a level of PCI commensurate with the size of their organization.	X	
	<b>Proposer Response:</b>		
SA-033	The TCS shall provide access privileges for different levels of user authorization which shall be fully configurable by a System administrator.	X	
	<b>Proposer Response:</b>		

Req ID	System Architecture (Section SA)	Required	Value Add
	<b>Proposer Response:</b>		
	<b>System and user configurable parameters</b>		
SA-034	It is desired that the TCS shall have access levels and user roles of the entire TCS controlled solely through a graphical user interface.		X
	<b>Proposer Response:</b>		
SA-035	The TCS shall provide the functionality to create, manage, store and automatically transmit the then-current Toll Rate Schedules (including toll rate schedules for special events), per Toll Zone, by authorized users. The TCS shall create an audit trail that logs when the rates were configured, the user making the change in the System and the time at which the rates were effective.	X	
	<b>Proposer Response:</b>		
SA-036	The TCS shall provide a default rate table for all Toll Zones when no Toll Rate Schedules can be found. The toll rate values in the default rate table shall be approved by the Joint Board.	X	
	<b>Proposer Response:</b>		
SA-037	The TCS shall provide storage capacity thresholds which shall trigger alarm messages to be generated by and logged into MOMS. These thresholds shall be configurable between 0% and 100%.	X	
	<b>Proposer Response:</b>		
SA-038	The TCS shall be configurable based upon a confidence rating for video image processing transactions.	X	
	<b>Proposer Response:</b>		
SA-039	The Toll System Provider shall provide a TCS with a disaster recovery system including facilities, Hardware, and Software that will ensure that the TCS continuously meets all availability performance guarantees set forth in TR Section PR. The TCS shall allow for continued use of the CSC, Roadside System and BOS in degraded mode whenever necessary.	X	
	<b>Proposer Response:</b>		
SA-040	The TCS shall recover all Mission Critical Systems of the TCS within 4 hours of the time of failure. The TCS shall recover all Business Critical Systems of the TCS within 8 hours of the time of failure.	X	
	<b>Proposer Response:</b>		
	Note: The Proposer shall provide in this Technical Response Form the existing Disaster Recovery System Plan for the TCS which includes a list and description of all Mission Critical Systems and Business Critical Systems and operational steps to make each system operational.		





Req ID	System Architecture (Section SA)	Required	Value Add
SA-046	The ICD shall provide for a message level interface. It shall include protocols used in the interface, a brief concept of operations that describes how the messages are used, the related Business Rules and all networking and interface requirements including network diagrams. The ICDs shall include interface test procedures that describe all aspects of the interface testing and validation of each test requirement.  Note: The Proposer's response shall include a sample ICD for the Project.	X	
	<b>Proposer Response:</b>		
SA-047	The TCS shall generate files to transmit, receive and process information with multiple registered vehicle owner look-up service providers and DMVs via electronic interface portals provided by the Toll System Provider. It is desired that if the registered driver information is available in addition to the registered owner information, this information be provided by the Toll System Provider.  Note: The Proposer's response shall indicate the states with which the Proposer has an existing relationship and the costs associated with a look-up by state. Note: Registered driver information may be used in the case of lease or fleet vehicles.	X	
	<b>Proposer Response:</b>		
SA-048	The TCS shall generate reports that detail all interoperable Transactions sent and received from or to the interoperable agencies.	X	
	<b>Proposer Response:</b>		
SA-049	The Toll System Provider shall provide a fully functional TCS network from the Toll Zones to the BOS. The proposed architecture shall use an existing communications service provider to provide "last mile" infrastructure (e.g. conduits and cable) and network connectivity from the toll equipment pad to an existing fiber optic commercial network owned by a commercial carrier. The Toll System Provider shall contract with a local communications service provider to provide data communications, including all necessary fiber cables and network equipment, from the Toll Zones to the local data center to be approved by the Joint Board. The Toll System Provider shall provide connectivity from the Toll Zones to an existing commercial service and back to a local data center that supports multiple internet service providers. The Toll System Provider shall connect its BOS with other supported external services (e.g. Walk-up Center, lockbox, and retail distribution centers) using commercial internet service providers. The high level architecture is described in Attachment C-1 of the Technical Requirements. The Toll System Provider shall comply with the architecture specified in Attachment C-1 or an alternative architecture approved by the Joint Board in its sole discretion.	X	
	Note 1: If the architecture specified in SA-0049 and Attachment C-1 does not work with the Proposer's system, the Proposer shall propose in this Technical Response Form an alternative approach and architecture.  Note 2: The Proposer shall identify the Internet Service Provider that TSP expects to use to connect the proposed remotely located BOS to the Roadside System and local network hub, and the bandwidth requirement for 100,000 ADT Traffic Transactions including all images, video and data necessary to operate the TCS in this Technical Response Form. In Attachment C-1 this is identified as Segment 2 on the diagram.  Note 3: The Proposer shall identify the bandwidth requirements for Segment 1, which is defined as the communications link between the Toll Zones and communication service provider data center, and Segment 2, which is defined as the communications link between communications service provider data center and the Proposer's BOS in this Technical Response Form.		
	<b>Proposer Response:</b>		
SA-050	The Toll System Provider shall manage and be responsible for all elements of the network communications in the TCS. The actual, direct costs charged by the data communications service provider to TSP shall be billed to the Joint Board as a "Pass-Through Cost Item" without any mark-up. The Toll System Provider shall manage the identification and repair of any communications outages. The Toll System Provider shall require a monthly report from the network communications	X	



Req ID	System Architecture (Section SA)	Required	Value Add
	service provider that will be distributed to the Joint Board in the Monthly Operations and Maintenance Report. The content of the reports and all service level requirements will be negotiated after contract award. The Toll System Provider shall contract directly with the communications service provider for a 3 to 5 year contract on terms and conditions approved by the Joint Board, in its sole discretion.		
	<b>Proposer Response:</b>		
SA-051	The Toll System Provider shall provide, update and maintain a Data Mart for the TCS that shall be available to and accessible by the States' Parties at all times from and after six months prior to the first Tolling Readiness Deadline. The Data Mart shall include ETC and license plate transaction data and ETC and license plate account data from the Roadside System, BOS and CSC in its native format and not aggregated to summary level data. The MOMS work orders and system tickets shall also be made available in the Data Mart. The purpose of this Data Mart is for the States' Parties to develop States' Parties' reports outside of the TCS. The data retention period for the Data Mart shall be one (1) year.	X	
	<b>Proposer Response:</b>		
SA-052	The Data Mart shall provide for the use of an Extract Transfer Load (ETL) with a full written data dictionary of the TCS data or a separate copy of the data to be replicated by the States' Parties for their own reporting.	X	
	Note: States' Parties may retrieve this data using one methodology or two separate methodologies as described below. Alternative 1 is to provide a copy of the database management system for the States Parties to use the data within the Data Mart. Alternate 2 is the use of an Extract Transfer Load (ETL) tool. The Toll System Provider shall accommodate both methodologies of retrieving this data from a specified operational database within the TCS. <b>Proposer Response:</b>		
SA-053	For the ETL method, the Toll System Provider shall provide all data available in the TCS to the ETL to be accessed by the States' Parties no less frequently than every 24 hours. The Proposer shall provide this capability no later than six (6) months prior to the first Tolling Readiness Deadline.	X	
	Note: The Proposer shall identify in this Technical Response Form the maximum frequency that the data may be retrieved from the System. <b>Proposer Response:</b>		

Roadside Requirements

Req ID	Roadside Requirements (Section RS)	Required	Value Add
RS-001	<p>The Toll System Provider shall provide a Toll Collection System that accurately detects, classifies, rates and reports vehicles. The major function of the Roadside System is to accurately detect, classify and identify every vehicle passing through Toll Zones including the bi-directional lanes. The TCS shall provide the following functions:</p> <ol style="list-style-type: none"> <li>1. Detect, classify and rate vehicle Traffic Transactions in accordance with accuracy requirements and Performance Requirements;</li> <li>2. Provide backup and archiving functions;</li> <li>3. Operate in degraded modes with redundancy;</li> <li>4. Be audited from BOS to individual lane Traffic Transaction records; and</li> <li>5. Be a single source of toll collection data.</li> </ol> <p>The TCS shall generate a Traffic Transaction for every vehicle passing through any Equipment Lane of the Toll Zone. The Toll Zone shall accurately read Transponders, capture license plate images and classify vehicles anywhere in the Toll Zone between the left edge of the left shoulder and the right edge of the right shoulder, unless otherwise directed by the Joint Board.</p>	X	
	<b>Proposer Response:</b>		
RS-002	<p>The TCS shall implement classification-based toll rates for specific Toll Zones and specific lanes. Rates set by the Joint Board may vary by time of day and classification. The TCS shall categorize vehicles into at least ten unique classifications without the Joint Board incurring additional charges from the Toll System Provider. The Toll System Provider shall provide a vehicle classification system that provides sufficient vehicle characteristics to categorize all vehicles based upon FHWA vehicle classifications. Each vehicle type shall be mapped by axle count and/or profile (i.e. length, width, height) to the classification structure presented below that will be finalized with the Business Rules after award of Contract. In addition, the TCS shall identify and record extra axles for each vehicle detected (e.g. passenger vehicle pulling trailer), and assign a corresponding toll rate in accordance with the Business Rules. The TCS shall provide, at a minimum, the following rating categories:</p> <ol style="list-style-type: none"> <li>1. By vehicle class, from lowest to highest:             <ol style="list-style-type: none"> <li>a. Class 1 (passenger vehicle),</li> <li>b. Class 2 (small truck), and</li> <li>c. Class 3 (large truck).</li> </ol> </li> <li>2. By type of Transaction:             <ol style="list-style-type: none"> <li>a. Transponder with discount based upon a specified number of trips for a specified period of time (Class1 only),</li> <li>b. Transponder,</li> <li>c. Registered Video, and</li> <li>d. Unregistered Video</li> </ol> </li> <li>3. By other variables such as time of day.</li> </ol> <p>The TCS architecture shall support congestion pricing functionality from an external congestion pricing system in the future if required by the Joint Board.</p>	X	
	<b>Proposer Response:</b>		
RS-003	The Toll System Provider shall ensure that no Traffic Transactions are lost and shall provide reports and the capability to check Traffic Transaction sequence	X	

Req ID	Roadside Requirements (Section RS)	Required	Value Add
	numbers for purposes of audit and review. Transaction sequence number gaps shall be flagged by the BOS and reported by an alarm in MOMS.		
	<b>Proposer Response:</b>		
RS-004	The Toll System Provider shall have a Second Source Hardware Plan for all Roadside System equipment, including functionally equivalent second sources for any equipment for which a direct second source is not available.	X	
	Note: The Proposer shall describe its Second Source Hardware Plan and list all second source Major Spare Parts in the Technical Response Form. The Proposer shall note any Roadside System Equipment that does not have a second source.		
	<b>Proposer Response:</b>		
RS-005	It is desired that a second source be provided for all Hardware. If a second source is not available for Major Spare Parts, a functional equivalent shall be included in the list provided in accordance with RS-004, which shall include a functionally equivalent second source if a direct second source is not available. The list shall include the components' primary functions in the roadside, make, model number and any other pertinent information.		X
	<b>Proposer Response:</b>		
RS-006	The Toll System Provider shall provide a separate Toll Collection System that can discretely identify Traffic Transactions for each Equipment Lane for each direction of traffic at the Toll Zones.	X	
	<b>Proposer Response:</b>		
RS-007	The Roadside System shall run independently of the BOS and continue to build Traffic Transactions if communications are disrupted.	X	
	<b>Proposer Response:</b>		
RS-008	The Roadside System shall immediately build the Traffic Transaction with the information available, and shall operate in a degraded mode if some components are not functioning so that Performance Requirements are met.	X	
	Note: The Proposer shall indicate in its response the number of ETC readers, if any, over the number specified in Exhibit L that will be necessary for Proposer to meet this requirement.		
	<b>Proposer Response:</b>		
RS-009	The Toll System Provider shall provide a complete Roadside System, with ETC, AVC and Image Processing System, on all Equipment Lanes in the Toll Zone.	X	
	Note: The Equipment Lane quantities in Form G - Price Proposal of the ITP reflect this requirement.		
	<b>Proposer Response:</b>		
RS-010	The Toll System Provider shall provide the network connections between Toll Zones and the BOS. The Toll System Provider shall comply with the System architecture requirements for data communications architecture and all other Technical Requirements when configuring and implementing the network system.	X	

Req ID	Roadside Requirements (Section RS)	Required	Value Add
	<b>Proposer Response:</b>		
RS-011	The Toll System Provider shall size the communication link to handle all functions of the Roadside System and make the information available at the BOS, CSC and TOC in near-real-time. Near-real-time is defined as access to the Roadside System applications and data displayed from the BOS, CSC, TOC and from a VPN within 2 seconds.	X	
	Note: The Proposer shall provide in this Technical Response Form a network WAN diagram and LAN diagram for network communications between the Toll Zones, toll equipment cabinets and BOS.		
	<b>Proposer Response:</b>		
RS-012	The Joint Board will provide the Toll System Provider with a toll equipment site as shown in Attachment C-2. A 120/208 VAC commercial power service meter, provided by others, will be terminated at the equipment pad provided by others. Data communication conduits and a pull string will be provided by others from the toll equipment to the Toll Zone gantry. The final locations of the pads are being reviewed and are not yet final, but it is expected that the toll equipment pads will be within 330 linear feet of the Toll Zone gantry. The Toll System Provider shall provide all cabling and terminations for all data and power between the toll equipment pad and the Toll Zone gantry. A network connection from the toll equipment pad to a commercial service provider shall be provided by the Toll System Provider.	X	
	Note: Toll System Provider's architecture may include Toll Gantry mounted equipment.		
	<b>Proposer Response:</b>		
RS-013	The Toll System Provider shall provide a Roadside System with a minimum operational lifecycle of 10 years.	X	
	<b>Note:</b> The Toll System Provider shall specify the proposed Roadside System's operational lifecycle in this Technical Response Form.		
	<b>Proposer Response:</b>		
	The TSP shall provide all installation/setup of the network at the Toll Gantries and at the BOS/CSC, and associated costs shall be included in the Contract Price.	X	
RS-015	All components of all equipment shall be modular in nature for maintenance, testing, and replacement purposes. All components shall be designed such that they are easily accessible with hand tools by maintenance technicians as needed.	X	
	<b>Proposer Response:</b>		
RS-016	It is desired that equipment enclosures, mounting Hardware, washers, brackets, screws, bolts and nuts exposed to the outdoor environment shall be constructed of American Iron and Steel Institute Type 316L grade stainless steel where possible.		X
	<b>Proposer Response:</b>		
RS-017	The Roadside System shall provide lightning and other surge protection such that the equipment can continue to perform without impact on normal functions during an electrical surge on the System. The TSP is responsible for surge protection as to the equipment it is providing, but may use the grounding apparatus provided	X	

Req ID	Roadside Requirements (Section RS)	Required	Value Add
	by the DB Contractor and the Developer. The Toll System Provider shall provide its surge suppression and lightning protection design and plan no later than 180 days after NTP. The Toll System Provider shall implement the approved plan during the installation of the Toll Collection System.		
	<b>Proposer Response:</b>		
RS-018	The Roadside System shall classify vehicles under all weather conditions without any degradation.	X	
	<b>Proposer Response:</b>		
RS-019	The Toll System Provider shall provide remote access to authorized users with credentials and administrative controls of the Roadside System through the BOS. The Toll System Provider shall report each time the TCS is accessed remotely for any purpose, and identify from where and by whom the remote access was generated and make this report accessible to the Joint Board at all times.	X	
	<b>Proposer Response:</b>		
RS-020	Toll System Provider shall take reasonable measures to ensure that all equipment in the Toll Zone is secure against damage, theft and vandalism, but is accessible by authorized personnel without special tools or equipment other than electronic or physical security keys or as may be necessary to assist in reaching heights.	X	
	<b>Proposer Response:</b>		
RS-021	The Toll System Provider provided equipment shall comply with the latest adopted version of the National Electrical Safety Code as defined in the applicable codes and standards.	X	
	<b>Proposer Response:</b>		
RS-022	A Traffic Transaction shall include, but not be limited to the following: date and time stamp, Toll Zone gantry location and lane number, unique transaction sequence number, vehicle classification, state or province, special plate identifier or vertical letter stack, license plate number, ETC Transponder id (if applicable), Watch List status (if applicable, based on plate or transponder read), and the status of lane and Roadside System (e.g. open, closed, maintenance, degraded, etc.).	X	
	<b>Proposer Response:</b>		
RS-023	It is desired that the Toll System Provider provide in-lane OCR capabilities. If in-lane OCR capabilities are provided, the OCR confidence values for the license plate numbers including any stacked characters and state shall be provided with the message. In-lane OCR capabilities shall meet the same Performance Requirements as OCR Performance Requirements as specified in the Performance Requirements.		X
	<b>Proposer Response:</b>		
RS-024	It is desired that the Toll System Provider provide Traffic Transaction, Financial Transactions and Event Transactions that are readable using commercially available and supported tools and that they shall be imported into a XML viewer or other commercial analytical tool such as Microsoft Excel.		X

Req ID	Roadside Requirements (Section RS)	Required	Value Add
	<b>Proposer Response:</b>		
RS-025	The Toll System Provider shall provide a thin-client application for Traffic Transactions, Financial Transactions and Event Transactions queries and traffic activity monitoring by individuals with proper identification and password authorization.	X	
	<b>Proposer Response:</b>		
RS-026	The Toll System Provider shall provide vehicle detection, separation, classification and camera triggering such that there are no single points of failure (e.g. using redundant subsystems - smart loop system and overhead laser scanner) in the TCS, and it shall continue to detect, separate, and classify vehicles and capture front, rear and color overview images of each vehicle without degradation for vehicles traveling at speeds from and including 0 MPH to 100 MPH, in stop and go conditions, and in all weather and lighting conditions.	X	
	Note: The Proposer shall include a description of the image triggering process and priorities in this Technical Response Form.		
	<b>Proposer Response:</b>		
RS-027	The Toll Collection System shall receive and process BOS configuration information including Toll Rate Schedules, Transponder files, video license plate files, and other configurations as required.	X	
	<b>Proposer Response:</b>		
RS-028	The Roadside System shall provide one of the following options: 1. Send the transactions to the BOS immediately without batching, i.e., in near-real-time, or 2. Send transactions to the BOS every 4 hours (or more frequently) which would allow batching.	X	
	Note: The Proposer shall indicate in this Technical Response Form which option will be provided in the TCS.		
	<b>Proposer Response:</b>		
RS-029	The Roadside System shall meet the service level requirements for audit, reporting, and all other business functions. No Transactions shall be lost during periods when communications with the BOS are not available. Transactions shall be available to be manually (via laptop or tablet) downloaded from the Roadside System and BOS in case of long term loss of communications between the BOS and Roadside System.	X	
	<b>Proposer Response:</b>		
RS-030	The Toll System Provider shall take reasonable measures to protect the Roadside System from vermin and keep it rodent proof at all times.	X	
	<b>Proposer Response:</b>		
RS-031	It is desired that the Roadside System accurately account for full revenue or indicated revenue when there is a toll suspension or special event that requires the toll rates to be set at less than the full toll amount to allow the Joint Board to track revenues expected during these events for the purpose of collections in the future within each transaction. The desired revenue fields in the roadside transaction message include but are not limited to full revenue (i.e. non discounted toll) and indicated revenue (i.e. premium or discounted toll subtracted from the full amount). It is desired that indicated revenue be configurable from 0% to 100%		X

Req ID	Roadside Requirements (Section RS)	Required	Value Add
	discounted from full revenue. For example, for a toll suspension, the full revenue and indicated revenue would be the same toll amount and the actual rate would be \$0.00. This approach is desired as it provides clear traceability of revenues lost due to the toll suspension at the Transaction level.		
	<b>Proposer Response:</b>		
RS-032	The Toll System Provider shall provide time synchronization for the TCS. All elements shall use this time for all associated time stamps.	X	
	<b>Proposer Response:</b>		
RS-033	The current E-ZPass Transponder list is approximately 44,000,000 entries for approximately 26,000,000 Transponders. The list is expected to be 95,000,000 entries in the next 5 years. The TCS shall process the current size Transponder list and current anticipated growth and shall process E-ZPass transactions in accordance with the E-ZPass policies and procedures.	X	
	<b>Proposer Response:</b>		
RS-034	The Toll Collection System shall process E-ZPass Group files or lists received from the BOS including the Transponder list (ITAG file), customer license plate list (ICLP file), invalid Transponder customer list (IITC file), and authorized non-revenue vehicles.	X	
	<b>Proposer Response:</b>		
RS-035	The Roadside System shall be remotely accessible and user configurable to view operational status and data for reconciliation purposes.	X	
	<b>Proposer Response:</b>		
RS-036	The Roadside System shall be installed and configured for multi-lane free flow tolling operations. The Roadside System requirements apply, and the Roadside System shall accurately process all Traffic Transactions in accordance with the Performance Requirements, regardless of the vehicle position while traveling within the Toll Zone.	X	
	<b>Proposer Response:</b>		
RS-037	The Roadside System shall accurately capture and process 2,300 vehicles per hour per equipment lane at each Toll Zone for all vehicle types.	X	
	<b>Proposer Response:</b>		
RS-038	The Roadside System shall accurately toll vehicles traveling at any speed up to 100 miles per hour.	X	
	<b>Proposer Response:</b>		
RS-039	The Roadside System shall operate so as to meet all Performance Requirements in an ambient (external to cabinet) temperature range of -20°F to 120°F in full sun	X	



Req ID	Roadside Requirements (Section RS)	Required	Value Add
	or shade with a relative humidity ambient from 5 to 100 % (external to cabinet).		
	<b>Proposer Response:</b>		
RS-040	The Toll System Provider shall provide, install and configure a generator that allows the Roadside System to operate without refueling for 72 consecutive hours. The Toll System Provider shall provide a single generator per each Toll Gantry. The Toll System Provider shall provide all labor, materials and equipment and perform all civil work required to prepare a concrete pad for the generator.	X	
	Note: A diagrammatic view of the toll equipment site including the location of the generator is provided in Attachment C-2.		
	<b>Proposer Response:</b>		
RS-041	The Toll System Provider shall provide a Changeable Message Panel LED 35 x 7 array Daktronics 1020 DDMS or approved equivalent. The Toll System Provider shall provide a local serial connection and wireless option. The Toll System Provider shall provide, procure, install, test and configure the changeable message panels. The Toll System Provider shall connect the TCS with the sign to update rates via a wireless communication. The changeable message panels shall provide rate information between \$0 - \$99.99 dollars and shall also be able to display other text information such as No Tolls.	X	
	Note: The toll rate sign structures and foundations will be provided by others. A diagrammatic view of the toll rate signs is provided in Attachment C-4.		
	<b>Proposer Response:</b>		
RS-042	It is desired that all electrical equipment and components be certified by Underwriters Laboratory.		X
	<b>Proposer Response:</b>		
RS-043	The Roadside system shall be sized to operate continuously for 72 continuous hours without interruption in case of commercial power loss.	X	
	Note; The Proposer shall describe in this Technical Response Form how the system will operate continuously for 72 hours without loss of any data.		
	<b>Proposer Response:</b>		
RS-044	It is desired that wrong way detection functionality including reporting and alarms associated with a vehicle passing through a Toll Zone in the wrong direction be provided in the TCS.		X
	<b>Proposer Response:</b>		



Back office System Requirements

		Required	Value Add
Req ID	Back office (Section BO)		
BO-001	The Toll System Provider shall provide a BOS that consists of a transaction system and an account management system to manage toll accounts and process Traffic Transactions, Financial Transactions and Event Transactions.	X	
	<b>Proposer Response:</b>		
BO-002	The Toll System Provider shall provide a complete, functioning, AET System that includes a Roadside System, BOS account management system, image review system and Customer Service Center. The BOS shall be configured and sized to support the functionality of the AET System, and shall also support account and Transaction growth at a rates of 15% per annum without any degradation in performance. The TCS shall collect revenue, accept Traffic Transactions and roadside data from the Roadside System, manage customer accounts, process images for vehicle identification, interface with numerous external systems, offer retail options for transponder sales and distribution, and provide access for toll patrons to utilize other E-ZPass toll facilities. The TCS shall be expandable to allow toll patrons to utilize other nationwide facilities in the future and perform all other functions as necessary to comply with the other Technical Requirements and other Contract Documents.	X	
	<b>Proposer Response:</b>		
BO-003	The BO TCS shall have a transaction database, video image storage array and an interface with the Roadside System to receive Traffic Transactions. The BO TCS shall have a CSC account management system, an IVR telephone system, a web interface, a local area network provider, a video image review process, a Disaster Recovery System Plan, an auditing and reconciliation process, interfaces with the CSC, Walk Up Centers, web services, an archiving system, and extensive reporting capabilities.	X	
	<b>Proposer Response:</b>		
BO-004	The Toll System Provider shall provide 1) account management and maintenance functions; 2) the Customer Website; 3) Transaction processing for Traffic Transactions, Financial Transaction and Event Transactions; 4) collections transaction processing and interface(s) for both current and past-due accounts; 5) DMV and rental car look-ups and interfaces; 6) functions necessary to allow authorized users to input Toll Rate Schedules into the System; 7) image review processing; 8) Transponder fulfillment functions; 9) IVR phone system for customer service use; 10) Walkup Centers and retail operations support services; 11) distribution of Transponders, reloading and replenishment services and toll and Violation payments collections and processing; 12) payment and credit card processing of Customer Statements; 13) transaction auditing and reconciliation; 14) customer contact services through phone, email, and SMS; 15) automatic generation of Customer Statements and Correspondence production and tracking; 16) operations and financial reporting; 17) remote location account services (Mobile Van ); 18) physical and logical security; 19) Hardware; and 20) disaster recovery systems.	X	
	Note: The functionality to support remote location account services shall be included in the Proposer's response but the design, acquisition and use of the mobile van is a Pass-Through Cost Item and shall not be included in the Proposer's response. <b>Proposer Response:</b>		
BO-005	The Toll System Provider shall provide functionality for mobile operations (off site, not only Walk-Up Centers and retail operations, but mobile van services) for account setup, account management, retail distribution of Transponders and for retail operations. However, the System shall support the use of a mobile van in order to meet this requirement. The mobile van shall be a Pass-Through Cost Item if required by the Joint Board.	X	
	<b>Note:</b> The mobile van and all associated costs to outfit the mobile van shall not be included in this Technical Response Form, but Proposer shall indicate in this Technical Response Form how the proposed System shall support the use of a mobile van in order to meet this requirement.		

		Required	Value Add
Req ID	Back office (Section BO)		
	<b>Proposer Response:</b>		
BO-006	The Toll System Provider shall provide typical account services including making adjustments to accounts, changing Toll Rate Schedules, processing refunds, handling Violations, closing accounts, denoting customer contact and documenting those contacts, and offering account statements through print, email, and the Customer Service Website.	X	
	<b>Proposer Response:</b>		
BO-007	The TCS shall have the ability to search, look-up and find customer accounts using numerous fields including customer name, account number, Transponder number, and address.	X	
	<b>Proposer Response:</b>		
BO-008	The TCS shall be able to replenish an account through the use of a credit card, at retail distribution outlets and through the use of cash or credit card at Walk-Up Centers. The TCS shall have a methodology to identify lost or stolen Transponders when a Traffic Transaction occurs using a lost or stolen Transponder.	X	
	<b>Proposer Response:</b>		
BO-009	It is desired that the Toll System Provider provide a smart phone application for customer account management and account replenishment services.		X
	<b>Proposer Response:</b>		
BO-010	The Toll System Provider shall provide a TCS that assigns static toll rates to Transactions from the roadway based upon the latest Toll Rate Schedule or discounts established by the Joint Board.	X	
	<b>Proposer Response:</b>		
BO-011	The Toll Rate Schedules shall be transmitted electronically and updated as approved by the Joint Board. Toll Rate Schedules shall be utilized to establish the numerous toll rates to be assigned based on type of Traffic Transaction (ETC or pay by plate (pre-or post-registered)), vehicle classification, and discounts or promotions.	X	
	<b>Proposer Response:</b>		
BO-012	It is desired that the TCS provide functionality to support variable rates provided by an external system.		X

		Required	Value Add
<b>Req ID</b>	<b>Back office (Section BO)</b>		
	<b>Note:</b> The availability of this functionality will not be a condition to commencement of Revenue Service.		
	<b>Proposer Response:</b>		
BO-013	The TCS shall store and link electronic copies of any inbound or outbound Correspondence to an account, including all types of mail, email, regular mail, fax, etc. and the Correspondence shall be visually available to the CSRs. Hard copy Correspondence shall be scanned and converted to a viewable electronic file for storage in the TCS. The TCS shall provide sufficient archiving capabilities for Correspondence associated with each customer account.	X	
	<b>Proposer Response:</b>		
BO-014	The TCS shall generate automated notices, letters and communications by regular mail, text messages, fax and e-mail. The Toll System Provider shall provide automated notices, one-time notices, bulk mail notices or individual notices for any Correspondence related to Toll System Provider and TCS operations. This function shall be configurable and shall allow management to prevent any type of notice from being processed automatically. The TCS shall provide functionality to process and send bulk mail Correspondence resulting from notices and general Correspondence. TSP shall provide such notices as are required by the approved Business Rules.	X	
	<b>Proposer Response:</b>		
BO-015	The Toll System Provider shall provide a BOS account management system that provides customer service channels by phone, web and an Interactive Voice Response system.	X	
	<b>Proposer Response:</b>		
BO-016	The Toll System Provider shall provide a BOS that offers a simple, intuitive process for establishing accounts and managing and modifying those accounts through the Customer Website, through the help of a CSR by phone, through retail distribution outlets, through mail received at the CSC, or through the help of a CSR at a Walk-Up Center. The TCS shall provide an efficient and user friendly platform for CSRs to optimize their time in establishing and helping customers to manage their accounts.	X	
	<b>Proposer Response:</b>		
BO-017	The Toll System Provider shall provide a BOS that can provide a resident, commuter and/or local plan. This functionality shall allow eligible customers, as determined by the Joint Board, to have a percentage or fixed dollar amount reduction in their tolls each month after a configurable number of trips on a Bridge. This functionality shall have the ability to reduce toll rates from 0% to 100% tolls for eligible account holders. The functionality shall also include the capability to charge a fixed fee per month, quarter or year for unlimited use of each Bridge and aggregated to all Bridges.	X	
	<b>Note:</b> This functionality may or may not be used but would allow eligible customers, as determined by the Joint Board, to have a percentage or fixed dollar amount reduction in their tolls each month after a configurable number of passages. The Proposer shall describe in this Technical Response Form existing functionality in its TCS that provides for resident/commuter plans.		
	<b>Proposer Response:</b>		
BO-018	The TCS shall provide functionality to transfer an account from one account owner to another account owner using an affidavit process.	X	

		Required	Value Add
<b>Req ID</b>	<b>Back office (Section BO)</b>		
	Note: The Proposer shall describe in this Technical Response Form its transferrable account capabilities, its affidavit system function and operations processes.		
	<b>Proposer Response:</b>		
BO-019	It is desired that the transfer of account ownership be accomplished through an automated process to the extent possible.		X
	<b>Proposer Response:</b>		
BO-020	The TCS shall provide functionality for rental car Traffic Transactions accepted within the E-ZPass system.	X	
	<b>Proposer Response:</b>		
BO-021	It is desired that the TCS provide functionality to process and collect revenue for rental or leased cars outside of those collected in the E-ZPass system.		X
	<b>Proposer Response:</b>		
BO-022	It is desired that the TCS provide functionality to allow a customer to open a temporary unregistered license plate account that is configured for up to XX days where the days are from 0 to 99 days.		X
	<b>Proposer Response:</b>		
BO-023	The TCS shall provide a configurable minimum balance to open an account. The minimum balance shall be configurable by account type (e.g. ETC, registered license plate, commercial, government) and once configured shall allow CSR supervisors to override the minimum balance requirement for individual accounts where necessary. The required minimum balances shall be subject to Joint Board approval.	X	
	<b>Proposer Response:</b>		
BO-024	The TCS shall allow accounts to be converted from one account type to another account type. The TCS shall update the Toll Rate Schedules for the new toll account when the conversion occurs in accordance with the Business Rules.	X	
	Note: The Proposer shall describe which account types can be converted in its Technical Response Form.		
	<b>Proposer Response:</b>		
BO-025	The TCS shall provide a configurable low balance threshold for accounts by account type. The TCS shall allow the low balance threshold to be overridden with management approval on a case by case basis. The required minimum low balance threshold shall be subject to Joint Board approval.	X	
	<b>Proposer Response:</b>		
BO-026	It is desired that the Toll System Provider provide other services to promote customer self-service applications such as chat, SMS and other emerging payment options.		X

		Required	Value Add
Req ID	Back office (Section BO)		
	<b>Proposer Response:</b>		
BO-027	The Toll System Provider shall ensure consistency of service, regardless of whether these services are provided in-house or by one or several external service providers, by developing policies and procedures and ensuring compliance with these policies and procedures.	X	
	<b>Proposer Response:</b>		
BO-028	The TCS shall set up and maintain all account types including ETC Accounts, Registered Video Accounts, Unregistered Video accounts, commercial accounts and government accounts.	X	
	<b>Proposer Response:</b>		
BO-029	Any external stakeholders including but not limited to the Joint Board shall have access to review, view, and examine customer accounts in accordance with the approved System Access Control Plan. The TCS shall allow at least 10 Joint Board users to examine customer accounts, concurrently.	X	
	<b>Proposer Response:</b>		
BO-030	The TCS shall display in the account the most current address available through DMV look-up or the address provided by the customer.	X	
	<b>Proposer Response:</b>		
BO-031	It is desired that the TCS store previous customer addresses in the account and that they are easily viewable by authorized users.		X
	<b>Proposer Response:</b>		
BO-032	The TCS shall include functionality to re-look-up addresses after lapse of a configurable period of time to ensure the correct address is being used by the Toll System Provider.	X	
	<b>Note:</b> This functionality is intended to ensure the Toll System Provider has current name and address information for infrequent unregistered customers.		
	<b>Proposer Response:</b>		
BO-033	The TCS shall have functionality or operations processes to address Customer Statements or Violations notices returned with NIXIE (as defined by the United States Postal Service) codes. The TCS shall use skip tracing or other methods to find and update the correct address associated with customer accounts.	X	
	<b>Proposer Response:</b>		
BO-034	The TCS shall provide Customer Statements that shall be configurable by account type.	X	

		Required	Value Add
Req ID	Back office (Section BO)		
	<b>Proposer Response:</b>		
BO-035	Customer Statements shall be provided to toll patrons monthly and as requested at any time by mail and email. Customers may opt in and opt out of receiving statements.	X	
	<b>Proposer Response:</b>		
BO-036	Customer Statements shall be configurable to include a fee to the customer account from \$0-\$99 per statement. The fee shall be established by the Joint Board.	X	
	<b>Proposer Response:</b>		
BO-037	The Toll System Provider shall have a near-real time interface with the Roadside System to transmit Traffic Transaction information from the Roadside System to the BOS and transmit configuration or customer information from the BOS to the Roadside System. Near real time requirements are defined in SA-021.	X	
	<b>Proposer Response:</b>		
BO-038	The Toll System Provider shall integrate the BOS with the changeable message panels as outlined in Technical Requirements Section RS. A record of all Toll Rate Schedules shall be stored in the BOS in accordance with the backup and archiving timeframe for the TCS.	X	
	<b>Proposer Response:</b>		
BO-039	The TCS shall have an interface with the E-ZPass system and interoperable agencies, and the Toll System Provider shall comply with the E-ZPass Operating Agreement, any agreements with other interoperable agencies, and all applicable amendments.	X	
	Note: The E-ZPass Operating Agreement and all associated and applicable amendments as of the date of the RFP are available in the Reference Information Documents.		
	<b>Proposer Response:</b>		
BO-040	[Intentionally not used.]		
	<b>Proposer Response:</b>		
BO-041	The Toll System Provider's BOS architecture shall operate within limited degradation for specific failure modes that shall be established during the Business Rules and system architecture review.	X	
	<b>Proposer Response:</b>		
BO-042	The Toll System Provider shall process customer payments for tolls, fees and fines via credit card, check, money order, or cash. The Toll System Provider shall provide system functionality to encourage customers to establish auto replenishments for pre-paid accounts.	X	
	<b>Proposer Response:</b>		

		Required	Value Add
Req ID	Back office (Section BO)		
	<b>Proposer Response:</b>		
BO-043	The Toll System Provider shall safeguard cash deposits and shall provide armored car services in accordance with the Safety Plan.	X	
	<b>Proposer Response:</b>		
BO-044	The TCS shall process refund requests from customers. Credit card or debit card based toll accounts shall be refunded to the same card. Cash toll accounts shall be refunded with a check mailed to the address of record on the account.	X	
	Note: This Technical Response Form shall outline the Proposer's existing refund process including prescribed escalated times and authorization levels.		
	<b>Proposer Response:</b>		
BO-045	Lockbox payments shall be received through an internal or external lockbox. The TCS shall process configurable returned check fees and TSP shall support the occasional times when cash is mailed to the lockbox. Returned check fees shall be identified and the appropriate account shall be charged a configurable fee for a returned check and record of the returned check and the fee shall be linked to the customer account in the TCS.	X	
	<b>Proposer Response:</b>		
BO-046	The Customer Website shall provide access for customers who do not have a Transponder to pay tolls, to pay Violations, to sign up for Registered Video accounts and ETC Accounts, and to manage Unregistered Video accounts.	X	
	Note: Unregistered Video Accounts may be available from the web, depending on the Proposer's design, to pay for tolls prior to the issuance of a Customer Statement.		
	<b>Proposer Response:</b>		
BO-047	It is desired that the TCS be configurable by System operators to establish payment plan arrangements for certain customers.		X
	<b>Proposer Response:</b>		
BO-048	The TCS shall provide functionality for customer account communications and related system updates for adding vehicles to an account, requesting a Transponder, account maintenance communications, and payments, among other customer account communications.	X	
	<b>Proposer Response:</b>		
BO-049	[Intentionally not used.]		
	<b>Proposer Response:</b>		
BO-050	The TCS shall transfer payments between ETC Accounts, Registered Video accounts, Unregistered Video accounts and Violation accounts. The TCS shall accept post payments or other Joint Board designated account types.	X	
	<b>Proposer Response:</b>		



		Required	Value Add
Req ID	Back office (Section BO)		
	<b>Proposer Response:</b>		
BO-051	The TCS shall associate a credit card to an account for the purpose of toll payment where necessary as indicated in the Business Rules. The credit card transactions, debit card transactions, automated clearing house payments and refunds shall be processed in near-real-time. The TCS shall provide for the credit card information to be added, changed, or deleted on the customer account. Near-real-time is defined as an authorization code provided within 2 minutes. The settlement of the transaction may occur up to 72 hours after the time of the authorization.	X	
	<b>Proposer Response:</b>		
BO-052	The TCS shall accept and process various types of payments including credit card, debit card, automated clearing house, money order, cashier's check, traveler's check, personal check and cash, and shall track those payments and methods of payment, posting them to the appropriate customer account in near-real-time. The TCS shall provide multiple payment options within one Financial Transaction and shall accept partial payments towards the account balance based on the Traffic Transaction and Financial Transaction posting date/time in a first-in, first-out (FIFO) manner. For credit card, debit cards, and automated clearing house payments, please see definition of near-real-time in BO-051. For money order, cashier's check, traveler's check, personal check and cash, near-real-time means the payments shall be posted to the customer's account no later than 1 business day from the bank making the funds available for that financial instrument.	X	
	<b>Proposer Response:</b>		
BO-053	The TCS shall allow for review of Customer Statements by customers at the Walk-Up Centers and the Customer Website.	X	
	Note: The Proposer shall include other channels to present the Customer Statements in its Technical Response Form.		
	<b>Proposer Response:</b>		
BO-054	The Toll System Provider shall provide a credit card processing merchant and system for approval by the Joint Board.	X	
	Note: The Proposer shall include in this Technical Response Form the credit card fees and rates expected to be paid as Pass Through Cost Items during the Term of this Agreement.		
	<b>Proposer Response:</b>		
BO-055	The TCS shall provide for automatic replenishment of funds for a toll customer account and provide for the acceptance of notifications from banking institutions regarding status of credit, debit, or automated clearing house accounts.	X	
	<b>Proposer Response:</b>		
BO-056	The Toll System Provider shall provide a license plate image review system and operations.	X	
	<b>Proposer Response:</b>		
BO-057	The TCS shall manually view images to confirm or correct the vehicle LPN and state information when below a specified configuration OCR confidence threshold.	X	



Req ID	Back office (Section BO)	Required	Value Add
	<b>Proposer Response:</b>		
BO-058	The TCS shall report an exception when the number of image-based trips exceeds a configurable threshold for an ETC Account. The TCS shall change the toll rate from the ETC rate to an Unregistered Video or Registered Video toll rate in accordance with the Business Rules once this threshold is reached. This process shall initiate an alert or BOS ticket.	X	
	<b>Proposer Response:</b>		
BO-059	The TCS shall identify License Plate Numbers and jurisdictions from all 50 states and all provinces of Canada.	X	
	Note: The Proposer shall identify the number of plates and plate types the OCR Software can be tuned to recognize in this Technical Response Form. The Proposer shall provide a list of the 15 states expected to originate the most Traffic Transactions within 90 days after NTP. <b>Proposer Response:</b>		
BO-060	It is a desired that the TCS provide an interface to an electronic bulk mailing system for mailing of Correspondences, statements, bills, and notices to customers.		X
	<b>Proposer Response:</b>		
BO-061	The Customer Website shall allow customers to establish, maintain, update, and review account information, order Transponders, pay Violations, pay "pay by plate" Traffic Transactions, establish Registered Video accounts, and ETC Accounts and make payments via a PCI compliant secure methodology. Customers shall be able to complete all Transaction activities through the Customer Website. The Customer Website shall be user friendly, high quality, attractive and easily understood by toll patrons. The Toll System Provider shall coordinate Customer Website design and content with the marketing firm engaged by the Joint Board.	X	
	<b>Proposer Response:</b>		
BO-062	The BOS shall provide information to the CSR regarding account status including but not limited to balance of account, expired credit card information, excessive image Traffic Transactions notification, and outstanding Customer Statements.	X	
	<b>Proposer Response:</b>		
BO-063	The Customer Website shall include the following information: road information, branding information, Joint Board contact information (email and phone number), information about how to open a Registered Video account and an ETC Account, information about how to pay a toll after a customer has travelled a Bridge without a pre-paid account, frequently asked questions, any upcoming maintenance or other information and links to other websites.	X	
	<b>Proposer Response:</b>		
BO-064	The Customer Website shall incorporate security standards to protect customers from unauthorized access and restrict access to any unauthorized users. At a minimum, customer data shall be password protected and the Customer Website shall include a password change policy. SSL encryption shall be implemented by the Toll System Provider.	X	
	Note: The Toll System Provider shall also identify in this Technical Response Form other security measures to be used in the TCS.		

Req ID	Back office (Section BO)	Required	Value Add
	<b>Proposer Response:</b>		
BO-065	The Customer Website content management system and actual Customer Website shall be in English.	X	
	<b>Proposer Response:</b>		
BO-066	It is desired that the Customer Website provide other language support without re-programming the Customer Website.		X
	<b>Proposer Response:</b>		
BO-067	The Customer Website shall include access for customers to Customer Statements and historical data, which historical data shall be available for two years by accessing the Customer Website, and then archived.	X	
	<b>Proposer Response:</b>		
BO-068	It is desired that the Customer Website have a user friendly content management system that allows the Joint Board to update content on the Customer Website without a programmer or any knowledge of programming.		X
	<b>Proposer Response:</b>		
BO-069	The IVR and Customer Website shall verify the customer's identity before disclosing or making any updates to customer data.	X	
	<b>Proposer Response:</b>		
BO-070	The IVR shall provide access to general information, the option to direct the call to an operator, or direct the customer to select a specific option that corresponds to the customer's inquiry. The IVR shall support a second language, to be determined later by the Joint Board, without any Software changes.	X	
	<b>Proposer Response:</b>		
BO-071	It is desired that the IVR measure and report a KPI for call answering performance for all calls transferred to agents. The metrics shall include the total customer call duration from the start of the IVR through completion on the automated system or with the CSR.		X
	<b>Proposer Response:</b>		
BO-072	The TCS shall maintain a record of customer communications and interactions through the IVR and the Customer Website for customer, Bridge use and account analysis.	X	
	<b>Proposer Response:</b>		
BO-073	The IVR shall be integrated with the CSC to allow for transfer of calls and updates to the accounts in near real time. For the purpose of this requirement near real time	X	

		Required	Value Add
<b>Req ID</b>	<b>Back office (Section BO)</b>		
	shall mean that the call is transferred within 2 seconds upon initiation of a transfer by the customer.		
	<b>Proposer Response:</b>		
BO-074	The Customer Website and IVR shall allow the customers to make replenishments, post-paid toll payments and Violation payments, and update account information.	X	
	Note: The Proposer shall describe each payment channel on the Technical Response Form.		
	<b>Proposer Response:</b>		
BO-075	The IVR and call management solution shall track and compile performance metrics statistics for CSC activities. The IVR shall track performance metrics statistics by hour, by day and by month for the following metrics and shall provide the Joint Board with a report of the same within 1 business day upon request and as part of the Monthly Operations and Maintenance Report. The minimum statistics to be tracked and reported are 1) total number of calls received, 2) total number of calls accepted by customer service representatives, 3) average time to answer, 4) maximum time to answer, 5) total number of calls that exceed configurable, specified hold time(s), and 6) total number of abandoned calls.	X	
	<b>Proposer Response:</b>		
BO-076	The Customer Website shall be updated in near-real time with information related to Traffic Transactions, Customer Statements, account maintenance, payments, and any other information required by the Joint Board. Near real time is defined as an update to the BOS at least every 24 hours so that TSP shall maintain a complete history of account information.	X	
	<b>Proposer Response:</b>		
BO-077	The Toll System Provider shall provide a backup and archiving system for all components of the TCS.	X	
	<b>Proposer Response:</b>		
BO-078	All accounts, customer information, IVR, Customer Website, and reports shall at a minimum be backed up every day. All System configurations required in recovering the System in case of outage or failure of any component shall be backed up every quarter and immediately whenever changes are made. These System confirmation backups shall include application, database and operating system settings. The backup data shall be retained off site from the CSC and TCS at the approved DR site.	X	
	Note: The TSP shall describe in this Technical Response Form the backup and archiving plan for the TCS.		
	<b>Proposer Response:</b>		
BO-079	The Toll System Provider shall archive data no later than every month to an offsite system. Archived data shall be available for 10 years. Upon request, data shall be recovered and available to the user for analysis within 2 business days.	X	
	<b>Proposer Response:</b>		
BO-080	All credit card payment processing shall be PCI DSS Security Standards Council compliant. The TCS database shall comply with all applicable standards issued by	X	

		Required	Value Add
<b>Req ID</b>	<b>Back office (Section BO)</b>		
	the PCI DSS Security Standards Council, including the PCI DSS at the start of operations in the BOS, and remain compliant throughout the Contract Term. Any costs associated with PCI compliance including e-commerce and merchant service costs are not Pass-Through Cost Items and shall be included in the Contract Price.		
	<b>Proposer Response:</b>		
BO-081	All external internet protocol addresses shall undergo a vulnerability scan at least quarterly by a qualified vendor, pursuant to the PCI DSS Data Security Standard. The TSP shall provide a copy of the current quarterly vulnerability scan report to the Joint Board within 10 business days of request by the Joint Board at any time during the Contract Term.	X	
	<b>Proposer Response:</b>		
BO-082	There shall be no direct user access to the BOS database management system by any interactive or system users. All access to the BOS database management solution shall be through BOS middleware. User authentication and access to the BOS database management solution shall be managed by the middleware application services using generic or function-related database connections.	X	
	Note: The Proposer shall describe in this Technical Response Form access to the database system for reporting by system users and interactive (human) users.		
	<b>Proposer Response:</b>		
BO-083	All TCS database management system scheduled jobs shall be executed under a non-interactive account.	X	
	<b>Proposer Response:</b>		
BO-084	The BOS database management solution shall not permit any modifications or deletions of the original Traffic Transactions, Financial Transactions, and Event Transactions stored in the BOS database.	X	
	<b>Proposer Response:</b>		
BO-085	All TCS database management system records shall provide version control and shall be traceable for all components of the TCS. The TCS database management solution audit trail information for each correction entry shall include, at a minimum, the date and time of the change, identification of the person or automated transaction function initiating the change, and reason code or descriptor justifying the change.	X	
	<b>Proposer Response:</b>		
BO-086	The TCS database management solution shall be secure and provide automatic credit card industry standard encryption of all credit and debit card data transmitted to the database via customer service representatives or received via the internet.	X	
	<b>Proposer Response:</b>		
BO-087	The TCS database management solution shall provide the following: 1) automatic setup, job scheduling, and execution of backup and recovery scripts; 2) real-time diagnostic testing and problem resolution scripts; 3) historical performance data and assistance in database server capacity planning; 4) aid in automating, on a 24 hours per day, 7 days per week, monitoring of priority events based on critical threshold; 5) management of database schema modifications; and 6) performance	X	

		Required	Value Add
<b>Req ID</b>	<b>Back office (Section BO)</b>		
	tuning capabilities including, but not be limited to server, database, table, index and query levels.		
	<b>Proposer Response:</b>		
BO-088	The Toll System Provider shall provide an enterprise commercial reporting system (ERS) that shall allow the Joint Board or authorized agents, vendors or third parties to view, create or edit reports within the System with qualified and trained staff.	X	
	<b>Proposer Response:</b>		
BO-089	It is desired that the ERS be a Commercial Off-the-Shelf solution such as Business Objects (includes Crystal reports), Jaspersoft Microsoft SQL Server Reporting Services or Cognos. The Toll System Provider may propose other commercial tools subject to Joint Board approval.		X
	<b>Proposer Response:</b>		
BO-090	The Toll System Provider shall provide an existing suite of operational, financial, maintenance and other TCS reports as the basis for reporting. The reports shall be updated as required for the States' Parties.	X	
	<b>Proposer Response:</b>		
BO-091	The TCS shall have configuration management tools to manage Software and versioning in the TCS.	X	
	Note: The Proposer shall indicate in this Technical Response Form the name(s) and version(s) of the reporting tool(s) that the Proposer proposes to use for the Project.		
	<b>Proposer Response:</b>		
BO-092	The Toll System Provider shall provide training and access for the Joint Board to prepare its own user-designed, ad-hoc custom queries in addition to predetermined reports.	X	
	<b>Proposer Response:</b>		
BO-093	The ERS shall be an integrated solution covering all report requirements for pre-determined, existing and ad-hoc reporting.	X	
	<b>Proposer Response:</b>		
BO-094	The ERS shall provide central administrative control of user roles assignment in the System.	X	
	<b>Proposer Response:</b>		
BO-095	The ERS shall provide one of the following electronic report and screen formats: Adobe PDF, HTML, XML, RTF, and Microsoft Office 2010. Any of these products used must have compatibility.	X	

		Required	Value Add
Req ID	Back office (Section BO)		
	<b>Proposer Response:</b>		
BO-096	The ERS shall provide batch report processing that can run in the background concurrent with other applications. The ERS shall be in a separate layer from the BOS system that processes Transactions for the TCS.	X	
	<b>Proposer Response:</b>		
BO-097	The ERS shall have a standard template for report formats and data formats that will be used for future report templates.	X	
	<b>Proposer Response:</b>		
BO-098	It is desired that the ERS have a user interface which is browser-based and compatible with the user interfaces used throughout the TCS.		X
	<b>Proposer Response:</b>		
BO-099	The ERS shall have the following capabilities and administrative functions: provide data by report columns, dashboard reporting, reporting calendar for scheduling pre-determined reports, graphical representation capabilities, drill down and sideways capabilities, reporting of data source capture points and the data relationship(s), sort data by report columns, filter tools for search and for reporting purposes, support for segmentation reporting based on excluded criteria, recordkeeping for each report created, which shall include, at a minimum, report owner, date created, date last edited, and a brief description of the report's purpose.	X	
	Note: The TSP shall indicate reports available in the system in its Technical Proposal Response Form.		
	<b>Proposer Response:</b>		
BO-100	The ERS shall allow authorized users to receive regular reports automatically. A user interface shall be provided for the user registration and registration edit functions, together with details of current registrations and report links currently available to the user.	X	
	<b>Proposer Response:</b>		
BO-101	It is desired that standardized control data shall be shown on all reports.		X
	<b>Proposer Response:</b>		
BO-102	The ERS shall be configurable to include at least two logos provided by the Joint Board at any time and other facility information such as toll plaza name, facility, or lane numbers and location of the facility.	X	
	<b>Proposer Response:</b>		
BO-103	The TCS shall query data imported and exported to other systems when generating reports. The TCS shall allow for unrestricted and flexible reporting of any and all data. States' Parties shall have complete access to any data in the TCS database. The TCS reports shall be batch, ad hoc, standard, and non-standard.	X	

		Required	Value Add
Req ID	Back office (Section BO)		
	<b>Proposer Response:</b>		
BO-104	The Toll System Provider shall supply a reporting system that will utilize a query and run reports on the TCS. This reports system may be integrated into the TCS or can be an off- the-shelf system. The reports system shall provide reports for phases of Transactions and their movement through the TCS, and shall be capable of being queried using numerous methodologies. The reports system shall provide reports by ad hoc methodologies and through standard reports for Financial Transaction management, performance, and audits, The reports system shall be electronic; be compatible with Microsoft Office 2010 products; provide graphical representations of queries; save and query reports for future use; sort, add, edit or delete filters; and provide dashboards.	X	
	<b>Proposer Response:</b>		
BO-105	The TCS shall provide graphical and spreadsheet reports for CSR activity, CSC activity, customer account activity, Transponder fulfillment activities, revenue reports, Transaction reports, financial reports, IVR reports, Violations reports, collections reports, Customer Website activity reporting, Walk-Up Center activity, customer contact reports, and general activity reports of the TCS system.	X	
	<b>Proposer Response:</b>		
BO-106	The TCS shall provide functionality for offering promotions and promotional discounts that include but are not limited to: special pricing for certain customer groups, and prepaid trips on the Bridges. In the case of account holder promotions or discounts, the TCS shall be configured to discount the account on a transaction basis and also based on a configurable number of transactions posted to an account for a specific time period.	X	
	<b>Proposer Response:</b>		
BO-107	The Toll System Provider shall have account functionality to designate that vehicles with approved Transponders or License Plates shall be charged a 100% discounted toll rate for trips made through the LSIORB Toll Zones.	X	
	<b>Proposer Response:</b>		
BO-108	The TCS shall identify, resolve, and manage exceptions based on defined data, parameters and Business Rules.	X	
	<b>Proposer Response:</b>		
BO-109	Only authorized personnel of the TCS shall add, update or delete entries on the list of TCS exceptions. A list of all actions of any authorized or unauthorized personnel shall be logged into the TCS and available in exception reports.	X	
	<b>Proposer Response:</b>		
BO-110	The TCS shall have the configurable capability to handle exceptions by correcting the exception, charging the customer (including merging of Traffic Transactions), or by coding them off. These actions shall be based on the approved Business Rules.	X	
	<b>Proposer Response:</b>		



		Required	Value Add
Req ID	Back office (Section BO)		
	<b>Proposer Response:</b>		
BO-111	The TCS shall retain an audit trail of the occurrence of each exception including the time and date, type of exception, triggering event and resolution.	X	
	<b>Proposer Response:</b>		
BO-112	The TCS shall set configurable Business Rules and thresholds for the purpose of managing exceptions and transaction processing as directed by and subject to the approval of the Joint Board.	X	
	<b>Proposer Response:</b>		
BO-113	The TCS shall ensure that only authorized non-revenue Transponders are charged zero dollars for tolls. The TCS shall maintain a Project specific non-revenue account list for the Project.	X	
	Note: For example, Traffic Transactions initiated by drivers holding Transponders that are designated as non-revenue Transponders from an account established with another E-ZPass agency shall not be treated as non-revenue Traffic Transactions in the TCS.		
	<b>Proposer Response:</b>		
BO-114	The TCS shall retain records of non-revenue travel and the associated vehicle or Transponder number.	X	
	<b>Proposer Response:</b>		
BO-115	The TCS and the Toll System Provider operations shall prevent customers from being erroneously charged (overcharged, double charged or undercharged).	X	
	<b>Proposer Response:</b>		
BO-116	The Toll System Provider shall provide a lockbox service that is integrated into the TCS and that updates account records in the System when payments are recorded in the System.	X	
	<b>Proposer Response:</b>		
BO-117	The TCS shall perform automated look-ups for customer name and address acquisition and check them against DMV records through interfaces with services provided by the Toll System Provider. The Toll System Provider shall coordinate access with the Joint Board and integrate directly through the Kentucky and Indiana DMV.	X	
	<b>Proposer Response:</b>		
BO-118	The TCS shall communicate court evidence packages with the courts through the following interfaces: Web Portal, Paper, FTP, USB drive, and CD-ROM.	X	
	<b>Proposer Response:</b>		



		Required	Value Add
<b>Req ID</b>	<b>Back office (Section BO)</b>		
	<b>Proposer Response:</b>		
BO-119	The Toll System Provider shall provide all necessary mailing services for customer invoices and Correspondence services. The Toll System Provider shall ensure that all Customer Statements mailed to the customer are stored in the TCS and available to the customer service representatives. Postage will be reimbursed to the TSP as a Pass-Through Cost Item.	X	
	<b>Proposer Response:</b>		
BO-120	The Toll System Provider shall manage Hardware, Software and equipment life cycles to ensure equipment is replaced prior to "end-of-life cycle" or at such earlier time when the manufacturer no longer provides support for the components.	X	
	<b>Proposer Response:</b>		
BO-121	The Toll System Provider shall use field-proven Hardware, Software and equipment configurations that have been deployed on toll projects of similar or larger size and complexity, and that support future upgrades to processors, memory, storage, operating system, database and other System components.	X	
	<b>Proposer Response:</b>		
BO-122	The Toll System Provider shall provide an interface from the TCS to the Kentucky DMV and the Indiana DMV. The TCS shall provide an automated license plate file transfer interface to the Indiana DMV and the Kentucky DMV for look-up and return information for the registered owner. The methodology used to achieve this interface shall be at the discretion of the Toll System Provider. The TCS shall track all files transferred to each DMV with which it interfaces and track how many files were transferred successfully resulting in a license plate return and address, and also how many requests were returned unsuccessfully.	X	
	Note: The Kentucky and Indiana DMV support automated look-ups for outside organizations that successfully apply. Both Indiana and Kentucky allow multiple owners to be associated with a single vehicle and license plates stay with the prior owner when a vehicle is sold or otherwise transferred.		
	<b>Proposer Response:</b>		
BO-123	The Toll System Provider shall provide a TCS that includes Transponder inventory and fulfillment application services. The TCS Transponder inventory and fulfillment services shall include Transponder purchasing, distribution, tracking, warranty data, returns to manufacturer, and reporting interfaced with the INDOT procurement process. The TCS shall import Transponder manifest lists from common file formats to be used in the TCS without additional manipulation. The TCS shall include bar code processing which results in automatic entry of Transponder identification numbers into the TCS. The TCS shall track the full life cycle of a Transponder from the time it is purchased through allocation to each of the centers for distribution, through the fulfillment process and finally through the end life of the Transponder when it is removed from inventory. The TCS shall provide a report of the total number of Transponders, the locations of those Transponders, where the Transponders are in the distribution process, the customer account to which they have been assigned, shipping information, and information for final delivery to the customer. The inventory process shall account for the locations (both physical and within the distribution process) of all Transponders during their life cycle. The TCS shall produce reports that detail the number of Transponders distributed, the number of Transponders requested to date, the number of Transponders fulfilled, the number of Transponders shipped, and the number of requests in progress. The TCS shall track and provide reporting for warranty information on the Transponders, returns to the manufacturer warranty expiration dates, and number of Transponders in inventory.	X	

		Required	Value Add
Req ID	Back office (Section BO)		
	<b>Proposer Response:</b>		
BO-124	The Toll System Provider shall fully audit and reconcile Traffic Transactions throughout the life of the Traffic Transaction. The TCS shall provide for the ability to fully reconcile the flow of Traffic Transactions throughout the system to each end state of the Traffic Transactions from receipt of roadside activity through the TCS, through its final disposition. The TCS shall be fully auditable and provide robust reconciliation processes for customer service representative transactions, ETC Transactions, video Transactions, account balances, front counter and call center activity, adjustments, credit card Transactions, and payments. The methodology used for this reconciliation process shall be at the discretion of the Toll System Provider but shall provide auditable insight into each component of the TCS and into each step of the Transaction. The Toll System Provider shall have an auditable system to track all payments and any Financial Transactions as well. The TCS shall be required to reconcile Traffic Transactions with payment collections. Reports shall be generated for auditable and logical Transaction and payment reconciliation.	X	
	Note: The Toll System Provider shall provide in this Technical Response Form a Traffic Transaction flow and Financial Transaction flow that allows the Joint Board to conduct traffic and revenue audits from the roadside through the account management system including interoperability partners and external third parties, and also the same in the reverse direction. An audit trail shall be provided by the Toll System Provider to demonstrate the flow and disposition of all Transactions.		
	<b>Proposer Response:</b>		
BO-125	The Toll System Provider shall provide a TCS that includes a retail distribution network for Transponders, Transponder reloading, account replenishment, and toll payment services such as would occur at local grocers, pharmacies, etc. The TCS shall support at least one type of such service such as kiosks, interaction with store clerks, or use of gift card type packages. The TSP shall be responsible for entering into all necessary agreements with merchants participating in the retail distribution network. All such agreements shall be assignable to the Joint Board or its designee.	X	
	Note: Proposer shall specify the type or types of retail distribution networks to be provided with the TCS.		
	<b>Proposer Response:</b>		
BO-126	The TCS shall have functions to support a cash-replenishment network to provide cash based replenishments in retail locations and shall describe the customer experience for the cash replenishment network in the System Documentation. The BOS Operations Plan shall identify any differences in Business Rules to be applied at the retail locations.	X	
	Note: The Proposer shall describe in this Technical Response Form the customer experience for the cash replenishment network.		
	<b>Proposer Response:</b>		
BO-127	The Toll System Provider shall provide financial and operations reporting for the cash based replenishments network.	X	
	Note: The Toll System Provider shall describe the interface with the cash replenishment network-provided and the operations and financial reporting for the interface in the System Documentation.		
	<b>Proposer Response:</b>		
BO-128	It is desired that the cash-replenishment network provide functionality for customers to purchase transponders, pay invoices or Violations and support balance inquiries on customer accounts.		X
	Note: The Proposer shall describe in this Technical Response Form the customer experience for the cash replenishment network.		
BO-129	It is desired the Toll System Provider provide functionality to allow customers without an account to pay for tolls prior to the issuance of a Customer Statement.		X

		Required	Value Add
<b>Req ID</b>	<b>Back office (Section BO)</b>		
	<b>Proposer Response:</b>		
BO-130	The Toll System Provider is responsible for DMV lookup for all other States and Provinces. The TCS shall track all files transferred to each DMV with which it interfaces and track how many files were transferred successfully resulting in a license plate return and address, and also how many requests were returned unsuccessfully. The Toll System Provider shall also interface with Nlets through an existing INDOT agreement if existing access to Nlets is not included in the Proposer's response. Proposer shall establish and maintain all required certifications to utilize the Nlets interface regardless of which access is incorporated into the proposal.	X	
	Note: The Proposer shall describe its existing out of KY or IN State and Province lookup process in its Technical Response Form. The Proposer may use an existing Nlets interface if already available and functional within the Proposer's system.		
	<b>Proposer Response:</b>		

**Customer Service Center Requirements**

Req ID	Customer Service Center (Section CS)	Required	Value Add
CS-001	The Toll System Provider shall supply appropriate staffing for a fully functional and operational CSC to support tolling operations of the Project. These services shall include, but are not limited to, 1) account management and maintenance services, 2) Customer Website services, 3) mailroom operations, 4) customer communications through phone, email and or text, 5) interoperability and reciprocity, 6) internal or external financial and lockbox operations, 7) ETC and image review processing, 8) Transponder inventory and fulfillment, 9) Violation processing, 10) internal or external administrative and court collections processing, 11) Walk-up Center operations, 12) quality assurance and quality control, 13) training, 14) management, oversight and personnel services, 15) reporting, 16) security of information, and 17) equipment in order to successfully collect toll revenue for toll customers. The Joint Board shall have no responsibility for increases or decreases in actual levels of equipment, but the Joint Board will pay for some limited services and facilities using Pass-Through Cost Items as defined in the Contract.	X	
	<b>Proposer Response:</b>		
CS-002	The CSC shall be staffed with personnel that are experienced and knowledgeable in toll industry practices, and the Toll System Provider shall provide trained, competent and courteous customer service staff to assist individuals and businesses in managing their toll accounts. The CSC shall provide all services required to enable customers to pay tolls by use of a Transponder or image capture of their license plate or through the Violations and collections process; including accounts from interoperable toll agencies, and the resolution and payment of toll bills, notices and collection of civil penalties for unpaid tolls.	X	
	<b>Proposer Response:</b>		
CS-003	Customer service representatives shall provide all services related to toll accounts for toll customers, to include account opening, replenishments, account closings, answering inquiries, processing Violations, and handling collections or billing issues.	X	
	<b>Proposer Response:</b>		
CS-004	The Toll System Provider shall provide customer service representatives who can provide basic customer service functions over the telephone, in person, or via mail or the web, for all account types. The Toll System Provider shall provide CSRs who can perform customer service tasks include opening accounts, retrieving account information, updating account information, vehicle information, replenishing accounts, changing credit card or replenishment sources, issuing new or replacement Transponders, accepting returns of Transponders, closing accounts, establishing and billing postpaid accounts, refunding errant charges or remaining balances on closed accounts and assisting customers with troubleshooting. Additional tasks such as cash collection, change runs, inventory control, etc. shall be provided as necessary to provide a complete CSC operational facility. Oversight of human resource issues such as time clocks, appropriate conduct and attire are the sole responsibility of the Toll System Provider.	X	
	<b>Proposer Response:</b>		
CS-005	The TCS and the Toll System Provider's policies and procedures shall support first contact resolution of any customer issues.	X	
	<b>Proposer Response:</b>		
CS-006	The Toll System Provider shall provide a toll free number for inbound customer calls. The Toll System Provider shall minimize transfers and follow-up calls.	X	
	<b>Note:</b> The Proposer shall demonstrate in this Technical Response Form how its policies and procedures will satisfy this requirement.		

Req ID	Customer Service Center (Section CS)	Required	Value Add
	<b>Proposer Response:</b>		
CS-007	The Toll System Provider shall provide customer service staff access to a complete customer interaction history for all payment channels to support the resolution of a customer inquiry.	X	
	<b>Proposer Response:</b>		
CS-008	The Toll System Provider shall maintain a written record of all customer interactions with the BOS so that TSP shall maintain a complete history of account information.	X	
	<b>Proposer Response:</b>		
CS-009	The Toll System Provider shall track and categorize all customer communications by customer, type of communication, dispute status and type of problem as recorded in the TCS.	X	
	<b>Proposer Response:</b>		
CS-010	The Toll System Provider shall access data to handle communications, interactions, and workflow management within the TCS.	X	
	<b>Proposer Response:</b>		
CS-011	The Toll System Provider shall provide a consistent customer experience across all payment channels.	X	
	<b>Note:</b> Proposer shall describe in this Technical Response Form how its policies and procedures demonstrate that it will provide a consistent customer experience for customers interacting with the CSC to make payments in any of the available methods		
	<b>Proposer Response:</b>		
CS-012	If the Proposer's system architecture is such that the images are stored at the Roadside System, it is desired that the Toll System Provider provide the ability to retrieve images and Transactions from the Roadside System for any customer communications.		X
	<b>Proposer Response:</b>		
CS-013	Toll System Provider shall maintain a record of all customer complaints and disputes. All contacts with customers regarding complaints and disputes shall be entered in a customer complaint log and linked to the customer's account, and all subsequent contacts, responses and actions shall be noted in the record, through resolution and final disposition. The record shall identify the customer, means of contact, date, time, issue, action, and identity of CSR responding to the customer information. The record shall be maintained in accordance with the data retention policy period and shall be available to the Joint Board upon request.	X	
	<b>Proposer Response:</b>		
CS-014	The Toll System Provider shall support the Joint Board and its consultants in communicating with, media representatives, community representatives and other stakeholders.	X	

Req ID	Customer Service Center (Section CS)	Required	Value Add
	<b>Proposer Response:</b>		
CS-015	The System(s) shall record and report in the TCS the types of customer communications being received by the TCS including email, fax, SMS, phone call, letter, retail location or Walk-Up Center visits.	X	
	<b>Proposer Response:</b>		
CS-016	The Toll System Provider shall develop procedures, and training materials for responding to customer communications.	X	
	<b>Proposer Response:</b>		
CS-017	The Toll System Provider shall provide an option that the customer may select on the IVR to obtain answers to a set of FAQs and answers developed by the Toll System Provider. Toll System Provider shall also include any FAQs and answers that the Joint Board submits to Toll System Provider for inclusion in the IVR FAQs.	X	
	<b>Proposer Response:</b>		
CS-018	The Toll System Provider shall regularly update the FAQs and responses for accuracy and timeliness. Toll System Provider shall describe its procedures for updating FAQs and responses in the CSC Operations Plan.	X	
	Note: Proposer shall describe in this Technical Response Form how it will develop a process and implement a procedure to ensure that the FAQs and responses are regularly updated.		
	<b>Proposer Response:</b>		
CS-019	The Toll System Provider shall ensure that the Customer Service Center staff are trained by system Suppliers, and are provided with TSP provided manuals including online manuals to support the resolution of interactions. CSR staff shall also be provided with a decision tree and referral directory.	X	
	<b>Proposer Response:</b>		
CS-020	The TCS shall have implemented appropriate security and controls to protect the data from unauthorized use and unauthorized users.	X	
	<b>Proposer Response:</b>		
CS-021	The Toll System Provider shall provide reports on customer communications status and the resolved reason code for resolution in the Monthly Operations and Maintenance Report.	X	

Req ID	Customer Service Center (Section CS)	Required	Value Add
	<b>Proposer Response:</b>		
CS-022	<p>The average mean time for Toll System Provider to respond to all customer communications shall be as follows.</p> <ul style="list-style-type: none"> <li>• Response to customer emails - 3 days during Startup Operations and 1 day during Steady State Operations.</li> <li>• Response to Voicemails - 3 days during Startup Operations and 2 days during Steady State Operations.</li> <li>• Response to Written Correspondence - 5 days during Startup Operations and 3 days during Steady State Operations.</li> </ul> <p>The Toll System Provider shall report the average mean time for response to customer communications on a monthly basis in the Monthly Operations and Maintenance Report, and shall also report minimum and maximum customer communications times.</p>	X	
	<b>Proposer Response:</b>		
CS-023	The Toll System Provider and the TCS shall provide capabilities to record in writing customer disputes concerning Customer Statements, processing and enforcement actions.	X	
	<b>Proposer Response:</b>		
CS-024	The Toll System Provider (IVR and Web) customer communication channels shall provide information advising customers of the available service options including identification of the appropriate customer contact point for specific issues, payment of Customer Statements, and directions for converting a Customer Statement to a prepaid ETC Account or Registered Video Account.	X	
	<b>Proposer Response:</b>		
CS-025	The TCS shall post Traffic Transactions to existing accounts for customers who have Registered or Unregistered Video Accounts and the TCS shall create accounts based on Traffic Transactions for customers who do not have existing Registered or Unregistered Video Accounts.	X	
	<b>Proposer Response:</b>		
CS-026	The TCS shall provide the means for potential customers who do not yet have an account to access general information about the Project from the Customer Website, IVR or CSRs.	X	
	<b>Proposer Response:</b>		
CS-027	The Customer Website shall provide access for customers who do not have a Transponder to pay tolls and Violations or sign up for a Registered Video Account.	X	
	<b>Proposer Response:</b>		
CS-028	The Toll System Provider shall provide a user configurable fee structure to be used for customers to make arrangements to pay tolls and establish a payment plan.	X	



Req ID	Customer Service Center (Section CS)	Required	Value Add
	<b>Proposer Response:</b>		
CS-029	The TCS shall address customer account communications including adding vehicles, requesting a Transponder, account maintenance and payments.	X	
	<b>Proposer Response:</b>		
CS-030	The CSC staff shall identify potential system and service issues from their interactions with customers. Customer Service Center staff shall communicate with and provide feedback to the Toll Operations Center or Joint Board in a timely manner.	X	
	<b>Proposer Response:</b>		
CS-031	The Toll System Provider through the CSC shall monitor the Customer Website, provide notices and daily informational updates to the Customer Website as needed, and coordinate those updates for approval by Joint Board. The CSC shall ensure that Customer Website operations meet Performance Requirements by performing routine checks on the Customer Website account management system, and the Customer Website informational page.	X	
	<b>Proposer Response:</b>		
CS-032	The Toll System Provider shall ensure that the toll customers' inbound and outbound mail is handled accurately, expeditiously and confidentially while at the same time operating in a cost-efficient manner. The CSC shall log any and all mail room activity which is not automatically tracked by the TCS. The CSC shall time and date stamp and log all incoming mail and shipments. The mailroom shall be kept clean and orderly with a minimum of materials out of storage at all times. Valuable items, particularly inventoried items such as Transponders, shall be stored under lock and key when not in use. Mail room services shall be appropriately staffed to ensure that all mail transactions are completed daily with no backlog before close of the mail room, and in compliance with Performance Requirements.	X	
	<b>Proposer Response:</b>		
CS-033	The Toll System Provider and CSC operations shall be responsible for printed material and the preparation and mailing of all outbound mail or shipments including but not limited to: notices of expiring credit cards, notices of account balances dropping below a configurable balance, billing and Violation notices up to and including collection notices, Transponder kits to customers, Transponder retail packages to retail outlets, and Transponders being returned to the manufacturer for any reason. The Toll System Provider shall provide quality control and approval of all outgoing Correspondence before release from the mail house or internally at the CSC. TSP shall assemble typical mail distribution packages that may include a Transponder package kit with marketing branding logos, a mounting instructions sheet and a terms and condition statement. TSP shall use such marketing items, branding or logos as the Joint Board may direct during the Term. TSP shall obtain Joint Board prior approval of Transponder kits, instructions, and packaging.	X	
	<b>Proposer Response:</b>		
CS-034	The Toll System Provider shall provide for all users of the toll road the ability to pay tolls automatically with their toll account from interoperable and reciprocal tolling members of the IAG. TSP shall provide CSC services to interoperable agency customers. TSP shall perform regular transaction and financial reconciliation with each interoperable toll agency, and monitor all required file exchanges, dispute processing and resolution and the sending of final reciprocity amounts through the established Joint Board channels for fund exchanges. TSP shall perform all processing including final settlement. The CSC shall service Project toll customers in their use of other toll authorities' facilities to the greatest extent possible as well as fully support "away" customers using the Bridges.	X	



Req ID	Customer Service Center (Section CS)	Required	Value Add
	<b>Proposer Response:</b>		
CS-035	The Toll System Provider shall provide a lockbox operation that includes extensive oversight of the process, controlled access, CCTV monitoring, processes and procedures for disposal of incoming mail materials, archiving if available, control of paper usage in the lockbox area and attention to detail. The Toll System Provider shall provide a staff to support lockbox operations and provide mail opening processes, scanning of mail procedures, receipt of funds through the mail, acceptance of any Correspondence addressed to the lockbox P.O. Box, and any Correspondence for the Project.	X	
	<b>Proposer Response:</b>		
CS-036	The Toll System Provider shall ensure that all money is handled and accounted for in a timely manner. Toll System Provider shall provide the Joint Board with all necessary tools to enable it to track all System activities involving the handling of money and verify reconciliation processes easily and quickly. Employees of the Toll System Provider who handle cash must pass a level of security clearance established by the Toll System Provider and approved by the Joint Board. All TSP Personnel with access to money or account information shall undergo and pass security screenings consistent with Good Industry Practices prior to assignment to the Project. These screenings shall be documented and available for Joint Board review.	X	
	<b>Proposer Response:</b>		
CS-037	The Toll System Provider shall provide oversight of Transaction processing such that the CSC has valid, accurate and reliable information from the TCS to successfully service the customer accounts.	X	
	<b>Proposer Response:</b>		
CS-038	The Toll System Provider shall provide an image review staff and supervisors to manually enter license plates which are not or cannot be read through OCR Software and maintain Performance Requirements for image review staff and backlogs. This team shall be responsible for review of all images that do not pass the OCR with a confidence level of percentage threshold that is configurable in the System.	X	
	<b>Proposer Response:</b>		
CS-039	The TCS shall process Traffic Transactions and Financial Transactions in the same way for both Project Customers and interoperable customers (except for additional steps as identified within the E-ZPass Agreement) so that both customer groups have the same customer experience.	X	
	Note: This requirement is to ensure that all Transactions are processed in a timely manner and treated in a consistent manner regardless of Transaction type.		
	<b>Proposer Response:</b>		
CS-040	It is desired that the Toll System Provider provide a second image review by a different clerk or supervisor to verify the initial image review clerk's results when a license plate was read and assigned a high confidence level, but the information appears to be incorrect, or the license plate has not been seen before or cannot be recognized or read.		X

Req ID	Customer Service Center (Section CS)	Required	Value Add
	<b>Proposer Response:</b>		
CS-041	The Toll System Provider shall accurately identify new and un-matched license plates to the correct owner of record using search tools and mechanisms consistent with Good Industry Practices.	X	
	<b>Proposer Response:</b>		
CS-042	The Toll System Provider shall provide that license plate image interpretation results are accurately entered into Transaction records, through implementation of the image review Business Rules approved by the Joint Board, and shall provide spot checks and internal quality control checks of automated image processing system.	X	
	<b>Proposer Response:</b>		
CS-043	The Toll System Provider shall ensure that image review clerks perform quality control procedures on images entered, and update data for those images not recognized automatically.	X	
	<b>Proposer Response:</b>		
CS-044	The Toll System Provider shall provide that Transponders owned by or in the care of the Joint Board are handled and accounted for in a secure manner. Toll System Provider shall ensure that only authorized users are allowed access to the System or facilities to handle the Transponders. Reports of Transponder inventory shall be generated and reviewed by Toll System Provider not less than monthly. The Toll System Provider shall be responsible for all Transponders under its or its agents or subcontractors' control. This shall include financial responsibility for damaged or stolen Transponders in the Toll System Provider's inventory.	X	
	<b>Proposer Response:</b>		
CS-045	The CSC shall accurately track and report the location and distribution of all Transponders. Controls such as bar coding, warranty and location of each Transponder shall be tracked upon initial receipt into inventory, whether in the CSC inventory storage, with a CSR in the CSC or Walk-Up Center, in the mail room or remote facility locations, at a retail outlet prior to sale and registration, assigned to a customer account, reported lost, damaged or stolen, returned to the CSC to be sent back to the manufacturer, or returned for disposal.	X	
	<b>Proposer Response:</b>		
CS-046	The CSC shall take a weekly physical count of Transponder inventory, and shall be responsible for inventory reconciliation every week, and when inventory is received, or transferred to and from locations. Inventory reports shall include minimum order levels. The Toll System Provider shall notify the Joint Board when new Transponders need to be ordered. The Joint Board shall purchase the Transponders in the types and quantities recommended by the TSP and transfer them upon receipt to the CSC for inventory management. The Toll System Provider shall verify the receipt of Transponders and shall acknowledge such receipt to the Joint Board. Toll System Provider's notice to the Joint Board requesting Transponder orders must incorporate purchasing lead times to ensure there is never a shortage of Transponders on hand.	X	

Req ID	Customer Service Center (Section CS)	Required	Value Add
	<b>Proposer Response:</b>		
CS-047	The Toll System Provider shall keep Transponder kits in inventory and include them with Transponders distributed over-the-counter, via mail, or through retail outlets. The kits shall include read prevention bags, Bridge maps, mounting instructions, terms and conditions, marketing and branding logo mailer. The CSC shall be responsible for maintaining an adequate inventory of Transponder kits.	X	
	<b>Proposer Response:</b>		
CS-048	The Toll System Provider shall provide adequate secured space for Transponder inventory storage, adequate secured space for fulfillment operations and adequate secured space for designated secured locations for mail drop.	X	
	<b>Proposer Response:</b>		
CS-049	The Toll System Provider shall support and process Transponders purchased by customers at other E-ZPass interoperable toll agency customer service centers. The TCS shall provide functionality to support monthly fees for different types of Transponder accounts (e.g. E-ZPass accounts may have a service fee whereas the local 6C Transponder based accounts may have no fee or a different fee).	X	
	<b>Proposer Response:</b>		
CS-050	The Toll System Provider shall provide staff to oversee, review, and process Violations that are generated from the TCS. This staff shall generate the paper version of the notices, review the notifications electronically and on paper, check the Violation for accuracy, ensure the Customer Statement is appropriate and legible and send the Customer Statement to the mail room for distribution. The Toll System Provider shall provide management that is responsible for answering escalated calls from customers not addressed by the CSR staff.	X	
	<b>Proposer Response:</b>		
CS-051	The Toll System Provider shall process all Customer Statements generated by the TCS based on approved Business Rules. Invoices shall indicate fees and fines applicable to each individual Traffic Transaction included in the Customer Statement, and the total amount of fees and fines for the aggregate of all Traffic Transactions listed in the Customer Statement based on approved Business Rules. Invoices generated automatically by the TCS shall be reviewed for quality control and accuracy before processing the invoices and sending them to the customer.	X	
	Note: The Joint Board currently anticipates using a three-step Customer Statement process. The first Customer Statement will be for the amount of the toll owed. If that is not paid within thirty (30) days, a new Customer Statement will be sent which will act as a late notice. The charge on that Customer Statement will be for the amount of the toll and a late fee. If no payment is received within thirty (30) days, a final Customer Statement will be sent which will act as a Violation notice. The charge on that Customer Statement will be for the amount of the toll, the amount of the fee previously charged, and the amount of the Violation fine. If no payment is received within thirty (30) days after this Customer Statement is sent, the Violator's account will be moved to the Collection Agency process, whether internal or external to the TSP, and, if the Violator is a citizen of a state with which the Joint Board has a reciprocal video toll enforcement agreement, communications with the DMV in the Violator's state will begin and a hold will be put on the Violator's vehicle registrations. This description is preliminary, is for information purposes only, and is subject to change at the sole discretion of the Joint Board.		

Req ID	Customer Service Center (Section CS)	Required	Value Add
	<b>Proposer Response:</b>		
CS-052	The TCS shall support administrative hearings in accordance with Kentucky Revised Statue Chapter 13B. The TCS shall suspend collections and all determined escalation times during the administrative hearing process. The TCS shall notify the Joint Board by email within 24 hours when an administrative hearing process is requested and all records associated with an administrative hearing shall be linked to the customer account. The Toll System Provider shall provide reports on the current number of administrative hearings by account and current status (e.g. open, pending, closed and associated resolution).	X	
	Note: An administrative hearing can only be initiated by a customer making a request. After the TSP notifies the Joint Board that a customer has made a request for an administrative hearing, the Joint Board will appoint a hearing officer. The hearing officer will send out the appropriate notices and provide the hearing schedule. The TSP will be asked to provide evidentiary support during the hearing. The hearing officer's authority is limited to determining whether the toll charged is owed. Some examples of reasons the hearing officer may determine a toll is not owed include misidentification of license plate, errors in registration look up, and incorrect vehicle classification. If the hearing officer determines that the toll was correctly charged, the Toll System Provider will resume normal collection activities at the point at which they were suspended due to the administrative hearing process, unless the customer appeals the hearing officer's determination to the Kentucky courts. If a customer appeals the hearing officer's decision, the Toll System Provider shall continue to suspend collection activities against that customer until the court issues its ruling. If an appeal is made, the TSP will be asked to provide evidentiary support and possibly to provide a representative to act as a witness.		
	<b>Proposer Response:</b>		
CS-053	The Toll System Provider shall provide collection services to collect Collection Status Violations in accordance with the approved collections process set forth in the Business Rules during the Collection Status Violation Period. The collection services may be provided by the Toll System Provider directly or subcontracted through the Toll System Provider to a third party service.	X	
	<b>Note:</b> The total compensation to be paid to TSP for collection services as specified in the Toll Services Agreement shall be included within the Total Toll Collection System Operations and Maintenance Price (Years 1 through 7) as specified in the Proposer's Price Proposal, plus the Collection Status Violation Fee, regardless of whether collection services are provided directly by the TSP or through a subcontracted third party service.		
	<b>Proposer Response:</b>		
CS-054	The TCS shall provide a threshold dollar amount for escalation of accounts sent to collection. If the threshold is less than the configured amounts, the accounts shall not be sent to the Collection Agency for future pursuit but shall remain as a receivable in the TCS with the outstanding debts including tolls and fees due to the Joint Board.	X	
	<b>Proposer Response:</b>		
CS-055	The Toll System Provider shall provide Walk-Up Centers to provide face-to-face account establishment and maintenance service for customers; to distribute Transponders directly to the public; and to support revenue collection and oversight by the Joint Board. The Walk-Up Centers shall accept cash along with credit cards, checks, debit cards, and money orders. TSP shall provide management of a cash bank, armored car pickups, and secured access control at the Walk-Up Centers.	X	
	<b>Proposer Response:</b>		

Req ID	Customer Service Center (Section CS)	Required	Value Add
CS-056	The Toll System Provider shall lease space in its own name for the Walk-Up Centers. Two locations shall be required. One location shall be in Louisville, KY and the other location shall be in Jeffersonville, IN. At least 3 potential locations for each Walk-Up Center shall be submitted by TSP to the Joint Board for review and approval. At a minimum, Walk-Up Centers shall be equipped with a waiting room with chairs and writing surfaces, counter surfaces or counter space for customers, customer service representative counters, a small mail room and space for backup fulfillment activities, a small printing and production area, an area for copier, printers, and fax machines, a small secured inventory and storage space for Transponder management, an IT closet, a small break room with sink, drinking water, lockers and microwave, a supervisor's office, separate accessible waiting room and hearing room, and one small office for a Joint Board employee on assignment or inspection. Walk-Up Centers shall meet American with Disabilities Act requirements for employees and customers and comply with all applicable Laws, building codes and standards.	X	
	<b>Proposer Response:</b>		
CS-057	The Toll System Provider shall be responsible for the Walk-Up Center storefront build out and shall provide oversight and timely completion. The Walk-Up Center build out shall be subject to review and approval by the Joint Board. Furniture, equipment, Hardware, Software, supplies, computers, printers, faxes, chairs, waiting room chairs, IT equipment, etc. shall be the responsibility of the Toll System Provider. The budget for the Walk-Up Center build out, construction plans, the furniture plans, and all equipment and supply lists shall be submitted to the Joint Board for approval.	X	
	<b>Proposer Response:</b>		
CS-058	Toll System Provider shall procure all necessary Utility services for the Walk-Up Centers. The Joint Board shall pay TSP's actual, direct costs incurred for such services as provided in the Agreement. All Utility services must be pre- approved by the Joint Board before TSP enters into any agreement for services to be paid for by the Joint Board as Pass Through Cost Items.	X	
	<b>Proposer Response:</b>		
CS-059	The Walk-up Centers shall be highly secured retail outlets, with separate secured rooms for inventory, a safe, and cash handling area. Access control and CCTV monitoring shall be required at both locations.	X	
	<b>Proposer Response:</b>		
CS-060	Call monitoring shall be part of the regular QA/QC process and shall be reported on the Monthly Operations and Maintenance Report. Toll System Provider shall cooperate and assist the Joint Board in the Joint Board's exercise of its right to conduct random monitoring of the CSC and the Walk-Up Centers and record the results.	X	
	<b>Proposer Response:</b>		
CS-061	The Toll System Provider shall perform ongoing customer satisfaction surveys regarding the CSC and submit the same for quarterly reviews by the Joint Board.	X	
	<b>Proposer Response:</b>		

Req ID	Customer Service Center (Section CS)	Required	Value Add
CS-062	The Toll System Provider shall use a training program for employees, such that those trained employees shall present a positive, professional image. This training program shall be reviewed and approved by the Joint Board. Employees shall be well-trained before handling customers' money, customers' accounts, or interacting with customers in person, on the telephone or through mail or e-mail. The Toll System Provider shall provide a training plan included with the BOS Plan that addresses all areas of the CSC, including technical use of the TCS systems and TCS technical processes, information regarding the Project and customer relations, including dealing with difficult customers and situations. The training program shall be ongoing and continuous.	X	
	<b>Proposer Response:</b>		
CS-063	The Toll System Provider employees' appearance, demeanor, and behavior shall be professional and courteous at all times.	X	
	<b>Proposer Response:</b>		
CS-064	It is desired that the Toll System Provider compensate full-time and part-time employees with competitive salaries and all normal privileges, benefits and guarantees of employment that are afforded to the Toll System Provider's existing regular and part-time employees. This includes providing benefits such as medical coverage, retirement plans, sick leave, vacation pay and holiday pay. The Toll System Provider shall provide employees with a benefit package that keeps employee turnover to a low rate.		X
	<b>Proposer Response:</b>		
CS-065	The Toll System Provider shall provide a dedicated CSC manager to oversee the CSC to ensure that procedures and internal controls within the CSC adhere to Performance Requirements. All CSC management and supervisory personnel assigned to the CSC shall be approved in advance by the Joint Board. The Toll System Provider shall submit a complete personnel and staffing plan included in the CSC Operations Plan outlining all job descriptions in each of the functional areas to the Joint Board for its review and approval.	X	
	<b>Proposer Response:</b>		
CS-066	The Toll System Provider shall submit requirements for employment at the Toll System Provider's company and affiliated Subcontractors for CSC services in the CSC Operations Plan. These employment requirements shall outline items such as legal citizen status, photo identification from a governmental agency, ability to clearly speak English or English and Spanish, education requirements, etc. These requirements shall be reviewed and approved by Joint Board.	X	
	<b>Proposer Response:</b>		
CS-067	The Toll System Provider shall provide CSC supervisors and staff to monitor the IVR and associated dashboard to ensure Performance Requirements are met. The supervisors shall move staff to appropriate operational tasks to ensure performance levels meet or exceed the Performance Requirements.	X	
	<b>Proposer Response:</b>		



Req ID	Customer Service Center (Section CS)	Required	Value Add
CS-068	The Toll System Provider shall provide reports on all customer service representative account-related activities on a monthly basis in the Monthly Operations and Maintenance Report, and at any time upon request by the Joint Board. These reports shall be in a format approved by the Joint Board and shall include, at a minimum, calls received per day and by hour, calls received by the IVR per day and by hour, calls received by the IVR then directed to a CSR per day and by hour, calls directly to CSR per day and by hour, customer service representative availability, customer service representative utilization, telephone center activity logs, average wait time by day and by hour, average talk time by day and by hour, average after call work time by day and by hour, and abandoned calls by day and by hour. These reports shall be graphically presented for use by Joint Board and the CSR supervisory staff.	X	
	<b>Proposer Response:</b>		
CS-069	The Toll System Provider shall provide reports on all mail room activities on a monthly basis in the Monthly Operations and Maintenance Report, and at any time upon request by the Joint Board. These reports shall be in a format approved by the Joint Board and shall include, at a minimum, inbound mail by source, category, type and origin, outbound mail printed and prepared, incoming mail received and processed by the post office, daily cost of postage which shall be paid by the Joint Board and any backlog of incoming or outgoing mail.	X	
	<b>Proposer Response:</b>		
CS-070	The Toll System Provider shall provide accounting and reconciliation reports on a monthly basis in the Monthly Operations and Maintenance Report, and at any time upon request by the Joint Board. These reports shall be in a format approved by the Joint Board and shall include at a minimum an accounting of cash and all other payments collected at the CSC storefronts, Walk-Up Centers, retail distribution outlets under contract, and by mail; account deposits, shortages and overages, adjustments due to daily reconciliations, and customer accounts balances, CSC and VPS activities; tolls collected and tolls posted, recommended fund transfers, deposits and withdrawals by CSC for each shift, number of Transaction types, deposits by payment type, cash deposits, low, high and average values of, the account balance activity including beginning-of-day and end-of-day balances, all tolls and fees, and replenishments, and interoperable account activities for interoperable home and away Traffic Transactions and Financial Transactions reconciliation and settlements.	X	
	<b>Proposer Response:</b>		
CS-071	The Toll System Provider shall provide monthly staffing reports included in the Monthly Operations and Maintenance Report. The weekly staffing report shall be in a format approved by the Joint Board and shall include workforce number per job description, percentage of required positions filled, progress and efforts being made in filling the vacant positions and turnover rates.	X	
	<b>Proposer Response:</b>		
CS-072	The Toll System Provider shall provide daily, weekly and monthly production and productivity reports, and accuracy reports related to the number of OCR images which required changes. These reports shall be stored in the TCS and shall be sortable by location and by image review clerk.	X	
	<b>Proposer Response:</b>		

Req ID	Customer Service Center (Section CS)	Required	Value Add
CS-073	All facilities provided by the Toll System Provider shall be secure, and only authorized staff shall be allowed access into the facilities other than areas of the Walk-Up Centers designated for general public access. The Toll System Provider shall provide a security and access control management plan included with the BOS Plan that clearly identifies how access is granted, managed and maintained through employee attrition.	X	
	<b>Proposer Response:</b>		
CS-074	The Toll System Provider shall ensure that no unauthorized personnel shall have access to individual records, payment histories, any personal information for Project Customers or interoperable toll customers. Paper records shall be locked when not in use, and password and identification controls shall be employed for data access.	X	
	<b>Proposer Response:</b>		
CS-075	The Toll System Provider shall not allow cellular telephones, cameras, or other electronic mobile devices capable of capturing still images or video in any area where customer information is visible other than areas of the Walk-Up Centers designated for general public access. CCTV shall be utilized to monitor and deter any and all illegal or unauthorized activities in the CSC. CCTV coverage shall cover all areas of the CSC floor operations, lockbox operations, image review operations, and Transponder fulfillment operations.	X	
	<b>Proposer Response:</b>		
CS-076	The TCS shall protect all customer data from access by unauthorized users. The TCS shall ensure that only properly authenticated customers can obtain access to their own data.	X	
	<b>Proposer Response:</b>		
CS-077	[Intentionally not used.]		
	<b>Proposer Response:</b>		
CS-078	For customer authentication, the TCS shall require input of data fields (e.g., name, address, Transponder ID and license plate number) that uniquely identify that customer.	X	
	<b>Proposer Response:</b>		
CS-079	For customer authentication, the Customer Website shall require input of data fields (e.g., name, address, phone number, Transponder ID and license plate number) that uniquely identify that customer.	X	
	<b>Proposer Response:</b>		
CS-080	The Toll System Provider shall provide a separate phone system outside of the IVR system for typical business calls to be received by the CSC and the CSC staff.	X	
	<b>Proposer Response:</b>		



Req ID	Customer Service Center (Section CS)	Required	Value Add
	<b>Proposer Response:</b>		
CS-081	The Toll System Provider shall provide an approved security and compliance policy manual to each of its employees and shall obtain a signed copy of the acknowledgement of the security and compliance manual and ensure that all employees working under the Toll System Provider in the CSC are aware of the security policies and enforce compliance.	X	
	<b>Proposer Response:</b>		
CS-082	It is desired that the Toll System Provider have a dashboard and monitor in the CSC, such that the screen is visible to all customer service representatives and supervisors for viewing the current status of calls, wait times, and number of customers on hold.		X
	<b>Proposer Response:</b>		
CS-083	The Toll System Provider shall provide weekly payroll statements to the Joint Board and have records easily accessible and viewable for review by the Joint Board. At a minimum, the employee name, hours and role of employee shall be included in the payroll statements.	X	
	<b>Proposer Response:</b>		
CS-084	The Toll System Provider shall provide operating procedures and manuals included with the BOS Plan that provide clear direction to CSC employees governing the basic roles of their job assignment. These manuals shall be available and on site for inspection and review by Joint Board throughout the Term of the Agreement.	X	
	<b>Proposer Response:</b>		
CS-085	The Toll System Provider is responsible for providing all Hardware, Software and/or any other equipment for the Toll System Provider's internal or program use purposes. The Toll System Provider shall provide all Hardware, Software, furniture, chairs, phones, headsets, mice, computers, power cords, wireless connectivity, and any other equipment and supplies to provide a fully operational CSC with all capabilities required by the Contract Documents. These include, without limitation, CSR phone bank equipment, furnishings and supplies; image review equipment, furnishings and supplies, Transponder fulfillment equipment, furnishings and supplies, supervisor and management computers, equipment, furnishings and supplies; mailroom operations equipment, furnishing and supplies; Violation processing equipment, furnishings and supplies, interoperability equipment and supplies, lockbox equipment, furnishings and supplies; administrative and courts collection equipment, furnishings and supplies, internal Software programs, third party programs such as MS Office, internal company email applications, quality control programs and associated Software programs and Hardware, all training equipment and training stations, all training materials, all policy and procedure manuals, printers, copiers, faxes, internet connections, desk and furniture supplies, office supplies, printer cartridges, and any types of shared drives or repositories, etc.	X	
	<b>Proposer Response:</b>		
CS-086	It is desired that the Toll System Provider provide the ability to provide color high quality customer Correspondence from the CSC. Applicable Correspondence includes but is not limited to escalation, Violation and collection notices.		X

Req ID	Customer Service Center (Section CS)	Required	Value Add
	<p><b>Note:</b> The Proposer shall provide actual samples of all customer Correspondence in this Technical Response Form. This includes but is not limited to 1st, final and any intermediate invoices, Violations notices, debt referral letters, court templates, low balance notifications, credit card expiration or any other applicable Correspondence. Proposer shall identify text and configurable parameters on the Correspondence in this Technical Response Form.</p> <p><b>Proposer Response:</b></p>		
CS-087	<p>The Toll System Provider shall provide phone lines capable of supporting a TCS that anticipates an increase in call volume that would be expected to be associated with handling 100,000 additional daily Traffic Transactions above the number of Traffic Transactions currently handled by the Toll System Provider at its existing CSC, or if Toll System Provider elects to provide a new CSC, phone lines capable of supporting a the call volume expected to be associated with 100,000 daily Traffic Transactions, assuming, in either case, that 50% of those Traffic Transactions occur as ETC Traffic Transactions at the commencement of Revenue Service.</p>	X	
	<p>Note: The Proposer shall at a minimum provide the following information in this Technical Response Form:</p> <ul style="list-style-type: none"> <li>Total number of CSRs in call center</li> <li>Total number of CSRs added to call center for the Project</li> <li>Ratio of CSRs to supervisors</li> <li>Ratio of CSRs to lead CSRs, if applicable.</li> <li>Total number of customers serviced by the Call Center Currently on a daily basis</li> <li>Total number of customers serviced by the Call Center Currently on a monthly basis</li> <li>A description of how additional volume is handled such as a result of promotions, Violation mailings, or customer invoicing mailing?</li> <li>If the CSC services numerous clients, a description of how priority of service to each client is determined.</li> <li>Which clients receive priority and why on days of high call volumes?</li> <li>Indicate the number of dedicated phone lines that will be provided to the Project.</li> <li>Explain Proposer's existing phone system configuration and Proposer's anticipated phone system configuration upon the addition of the Project.</li> </ul> <p><b>Proposer Response:</b></p>		
CS-088	<p>The Toll System Provider shall provide dedicated commercial customer service specialists to service commercial LSIORB account holders.</p>	X	
	<p><b>Proposer Response:</b></p>		

**Toll Operations Center Requirements**

Req ID	Toll Operations Center (Section TO)	Required	Value Add
TO-01	The Toll System Provider shall provide a Maintenance Online Management System (MOMS) that supports maintenance operations for all Software and Hardware provided in connection with the Project or otherwise pursuant to the Agreement. The Toll System Provider shall also operate the MOMS. MOMS shall have two major components, a system monitoring component that provides alarms and configuration management and the inventory management to track all devices.	X	
	<b>Proposer Response:</b>		
TO-02	The Toll System Provider shall provide support and maintenance services for all Systems provided by the TSP, including but not limited to: 1) maintaining the access control system configuration; 2) maintaining the databases, applications, and the Data Mart including data aggregation processes, database optimization of the database schema and Data Mart schema; 3) maintaining proper indexing on all databases; 4) responding to all MOMS alerts and performing repairs and corrections, and 5) providing Software fixes for defects and malfunctions.	X	
	<b>Proposer Response:</b>		
TO-03	The TSP shall operate and maintain the TCS so as to provide comprehensive System monitoring services. The Toll System Provider shall include a secure web based real time monitoring system to monitor and report the status of all System components; and assign priorities and actions to events. The monitoring system shall at a minimum: 1) monitor Hardware and Software health; 2) provide and operate a dashboard that graphically displays components' health; and 3) include comprehensive log reporting capabilities. Monitoring of Software shall include monitoring of databases, applications and processes in the system.	X	
	<b>Proposer Response:</b>		
TO-04	The TSP shall provide and maintain the TCS by using the automated MOMS. The TCS shall provide system-generated maintenance job tickets, manually created job tickets, information indicating how the preventive maintenance work is scheduled in the System, information indicating how repair activity is logged, reported and resolved in the System.	X	
	<b>Proposer Response:</b>		
TO-05	The MOMS shall monitor activities, provide alerts and generate tickets in real-time for all processes and unusual activity triggered by the System and System operators, including but not limited to: communication, Hardware, Software, and database failures.	X	
	<b>Proposer Response:</b>		
TO-06	The MOMS shall provide monitors and alerts, and shall calculate and generate tickets in real-time for all processes, including but not limited to: high number of image rejects in a lane, high number of Violations or image Traffic Transactions in a lane; threshold limits exceeded (e.g. Violations, class mismatch); and response times, repair times, and down time from the data entered by the maintenance staff and automatically generated by the TCS.	X	
	<b>Proposer Response:</b>		

Req ID	Toll Operations Center (Section TO)	Required	Value Add
TO-07	The Toll System Provider shall provide a MOMS that includes but is not limited to receiving and monitoring status messages of all System Hardware and Software and providing local trouble ticket manual entry or email entry by authorized users. The MOMS shall store data in a relational database to permit data recovery and flexibility in reporting via Ad-hoc reporting.	X	
	<b>Proposer Response:</b>		
TO-08	The Toll System Provider shall report and log all maintenance activities into the MOMS. The Toll System Provider shall document all information and issues related to a failure condition including all actions taken to complete the correction into the MOMS.	X	
	<b>Proposer Response:</b>		
TO-09	The Toll System Provider's maintenance staff shall have real-time access to the MOMS, and the Toll System Provider shall establish and maintain all the required connections to ensure that the maintenance staff has remote access. Maintenance staff shall be trained in the use of the MOMS.	X	
	<b>Proposer Response:</b>		
TO-010	The Toll System Provider shall enter and update in MOMS all incidents within 4 hours of the incident. All updates shall be reported by the MOMS.	X	
	<b>Proposer Response:</b>		
TO-011	It is desired the Toll System Provider provide a MOMS that accepts trouble tickets using mobile applications that can be used by technicians to enter information.		X
	<b>Proposer Response:</b>		
TO-012	The MOMS shall record all configuration data, and log and retain that data in configuration control after each System component change, including deployment of system patches, backup, archival, data restoration, disaster recovery data transfer and synchronization.	X	
	<b>Proposer Response:</b>		
TO-013	MOMS shall calculate response times, repair times, and down time from the data entered by the maintenance staff and automatically generated by the System and shall provide role-based security.	X	
	<b>Proposer Response:</b>		
TO-014	All preventive maintenance shall be scheduled through the MOMS and automatic work orders shall be generated at the scheduled times.	X	

Req ID	Toll Operations Center (Section TO)	Required	Value Add
	<b>Proposer Response:</b>		
TO-015	The MOMS system shall track all system Hardware and Software elements from purchase to their disposal. These include but are not limited to: 1) All system Hardware and Software items, locations and versions; 2) All maintenance and service agreements; 3) A list of suppliers from whom products were procured, original purchase order numbers, Supplier numbers and reference numbers; 4) All warranty information for the individual item; 5) Alerts prior to warranty expiration; and 6) Automatic alerts for Spare Parts levels.	X	
	<b>Proposer Response:</b>		
TO-016	The MOMS shall automatically generate reports demonstrating performance, exceptions, availability, and compliance to Performance Requirements (if applicable) for the System and all of its components such as the IVR and Customer Website. MOMS daily, weekly and monthly reports shall be available on-demand.	X	
	<b>Note:</b> The TSP shall provide a list of reports available in the system in its Technical Proposal Response. <b>Proposer Response:</b>		
TO-017	Toll System Provider shall include the Maintenance and Support Plan for the Joint Board's approval that demonstrates serviceability of components and the overall system, with attention to how performance metrics will be tracked and reported to the Joint Board. The Maintenance and Support Plan shall illustrate how the proposed structure and position of equipment provides optimum ease of service and maintenance during lane closures, and ease of access during regular maintenance.	X	
	<b>Note:</b> The Proposer shall include in this Technical Response Form detailed descriptions of how it will service the System components, including but not limited to 1) camera cleaning and lighting replacement; 2) remote and on-site equipment calibration and tuning; 4) Hardware replacement during live operations; and 4) remote Software upgrades and maintenance including patch management. <b>Proposer Response:</b>		
TO-018	Toll System Provider shall provide monitoring services with a secure web-based real time monitoring system to monitor and report the status of all System components.	X	
	<b>Note:</b> The Proposer shall clearly provide in this Technical Response Form examples of how its existing MOMS system detects changes and anomalies and how this information is reported from the TCS. <b>Proposer Response:</b>		
TO-019	The TCS shall provide reports that provide trouble ticket detailed and summary status for Hardware and Software processes for the TCS and any external or internal interfaces.	X	
	<b>Note:</b> The Proposer shall provide in this Technical Response Form a list of its existing suite of standardized reports for MOMS along with a brief description of each one as to its purpose and how it is used for monitoring the health of the System and performance in the field.		

Req ID	Toll Operations Center (Section TO)	Required	Value Add
	<b>Proposer Response:</b>		
TO-020	<p>It is desired the Toll System Provider provide to authorized users operational, management and performance MOMS reports (on-demand, ad-hoc, daily, monthly) that include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Exceptions report summarizing all unusual or significant occurrences during the period and all items that are not processing correctly or are stuck in the System</li> <li>• Trend analysis for repetitive failure</li> <li>• Equipment versions, Software versions, firmware versions and serial numbers for all equipment installed as part of the TCS</li> <li>• Disaster recover data transfer and synchronization</li> <li>• Detailed list of parts replaced as a result of maintenance actions, with an identification of warranty versus non-warranty replacement</li> <li>• Status of spare parts inventory</li> <li>• Staffing report detailing positions, staff hours worked and performance; and</li> <li>• Other reports available to operate and maintain the system.</li> </ul>		X
	<b>Proposer Response:</b>		
TO-021	It is desired that the MOMS system monitor Software processes including but not limited to cron jobs, operating system services, application processes, database management metrics such as available memory in cache and other critical performance areas in the System.		X
	<b>Proposer Response:</b>		
TO-022	<p>The Toll System Provider shall provide storage space for all Spare Parts.</p> <p>The Toll System Provider shall be responsible for the inventory of all Spare Parts at a Toll System Provider-provided Warehouse Facility that is within 10 miles of one of the Walk-up Centers and co-located if feasible. The Toll System Provider shall provide a Warehouse Facility to store all Spare Parts and equipment and serve as the maintenance depot.</p> <p>The Toll System Provider shall account for all Spare Parts and shall provide safeguards against theft, damage, or loss of the Spare Parts. The Toll System Provider shall ensure that only Spare Parts and equipment required to service the Project are stored at the Warehouse Facility and that such stored Spare Parts and equipment shall only be used for the Project.</p>	X	
	<p>Note: The Joint Board shall have final approval of the location of the Warehouse Facility. The Toll System Provider shall obtain and maintain a lease for the necessary Warehouse Facility, subject to the Joint Board's approval.</p> <p><b>Proposer Response:</b></p>		
TO-023	<p>The Toll System Provider shall maintain an adequate Spare Parts inventory as specified in the Agreement. The Toll System Provider shall identify the existing spares for the Roadside System and propose the quantity needed to maintain the required performance.</p> <p>The Toll System Provider shall make available all necessary test and warranty repair resources for replacement including test repair and warranty repair, spare modules and spare components to support availability of the TCS in accordance with the Performance Requirements. The Joint Board reserves the right to purchase any and all Hardware for the Project from the Supplier directly.</p> <p>The Toll System Provider shall recommend and periodically update a Spare Parts Inventory Plan identifying the quantity to be maintained in order to support the Project, its Roadside System, BOS, and CSC Revenue Service.</p>	X	



Req ID	Toll Operations Center (Section TO)	Required	Value Add
	<b>Proposer Response:</b>		
TO-024	<p>Spare Parts Inventory and Tracking: The Toll System Provider shall monitor the inventory quantity and ensure that the inventory is maintained to the levels required in the Agreement. The Toll System Provider shall keep accurate records of all Spare Parts entering and leaving inventory including but not limited to: the time and date the Spare Part was dispensed, and the location within the Project to which the Spare Part was dispatched and used.</p> <p>The Toll System Provider shall track of all warranty replacement through a returned materials authorization (RMA) process. If the replaced part is under warranty, the part shall be immediately replaced with a new part. If the replaced part is out of warranty, the Toll System Provider shall make every effort to repair the replaced item to a usable status and place the part back into the Spare Parts inventory.</p> <p>If the part is unable to be repaired, a new part shall be purchased and placed into the Spare Parts inventory. The details of the repair efforts including problem, status, inventory, and repair disposition shall be included in the MOMS inventory and repair database.</p>	X	
	<b>Proposer Response:</b>		
TO-025	<p>Procurement and Control of Spare Parts: Thirty (30) days prior to the first Tolling Readiness Deadline, the Toll System Provider shall purchase and have on-hand the agreed upon inventory of Spare Parts. The facility and storage area shall be secured and connected to an up-to-date security network system with alarm notification provided to the Maintenance staff. The Joint Board shall have full and unrestricted access to the Maintenance and/or storage facility.</p> <p>Any Spare Parts that are lost or damaged due to the negligence, intentional act, or omission of the Toll System Provider or its employees, subcontractors, agents, or invitees shall be replaced by the Toll System Provider at its sole cost. The Toll System Provider shall deliver all Spare Parts to the Warehouse Facility. After the Warranty Period the Joint Board shall reserve the right to purchase all Spare Parts directly from the Supplier and all purchases will be coordinated through a process recommended by the Joint Board at that time. After the Warranty Period, the Toll System Provider-provided Spare Parts not purchased directly by the Joint Board shall be provided at cost, shall not include any mark up, and shall be in accordance with the prices as specified in the Agreement.</p>	X	
	<b>Proposer Response:</b>		
TO-026	The Toll System Provider shall provide Spare Parts adequate to support operations of the TCS and shall provide a sample inventory list of Spare Parts for the Project for its successful operation to ensure no degradation of service to the Project or customers.	X	
	<p>Note: The Proposer shall include in this Technical Response Form a list of all Major Spare Parts of the System that will be used to maintain the System. A sample list of the types of Major Spare Parts is listed below:</p> <p><b>Roadside System</b></p> <ul style="list-style-type: none"> <li>▪ Image Camera and Illuminator</li> <li>▪ Roadside Controller</li> <li>▪ Inductive Loop array (AVC)</li> <li>▪ Inductive loop controller(AVC)</li> </ul>		

Req ID	Toll Operations Center (Section TO)	Required	Value Add
[Redacted]	<ul style="list-style-type: none"> <li>▪ Overhead Laser Scanner</li> <li>▪ CCTV Camera</li> </ul>		
	<p><b>BOS and CSC</b></p> <ul style="list-style-type: none"> <li>▪ Applications servers(list specific items)</li> <li>▪ Web server (list specific items)</li> <li>▪ Database servers( list specific items)</li> <li>▪ Network Switches and Routers</li> <li>▪ Link and Load Balancers (if application)</li> </ul> <p><b>Proposer Response:</b></p>		



**Operations and Maintenance Requirements**

Req ID	Operations and Maintenance (Section OM)	Required	Value Add
	<b>Warranty</b>		
OM-001	The Roadside System Hardware and Software warranty shall be 1 year from the Revenue Service Date for each Bridge.	X	
	Note: The Roadside System warranty start and end dates will have staggered start and end dates if the Revenue Service Dates differ for each Bridge.		
	<b>Proposer Response:</b>		
OM-002	The BOS and all associated interfaces Hardware and Software warranties shall be a minimum of 3 years from the commencement of Revenue Service for the first Toll Zone.	X	
	Note: For purposes of this requirement, the BOS shall include the account management system, transactions system, reporting system, MOMS, external systems provided and any systems required by the Toll Operations Center, and CSC and Walk-up Centers.		
	<b>Proposer Response:</b>		
OM-003	The Toll System Provider shall provide all labor, parts and materials to keep the System performing in accordance to the Performance Requirements.	X	
	<b>Proposer Response:</b>		
OM-004	The TCS Software Warranty shall cover all defects and failures.	X	
	<b>Proposer Response:</b>		
OM-005	The Toll System Provider shall modify Software and configurations as necessary to maintain and support the TCS in the normal course of business. Toll System Provider shall provide any and all version changes, parameter changes and changes that improve the Toll System Provider's ability to maintain and support the TCS at no additional cost to the Joint Board.	X	
	<b>Proposer Response:</b>		
OM-006	All warranty information shall be tracked and notification of expiration sent out to distribution list approved by the Joint Board. The warranty provisions shall be tracked for Major Spare Parts and Components excluding consumables.	X	
	Note: It is not necessary to track consumables.		
	<b>Proposer Response:</b>		
OM-007	The Toll System Provider shall maintain warranty records, review Software and Hardware discrepancies and make available patch management reports to demonstrate Software compliance with the warranty.	X	

	<b>Proposer Response:</b>		
OM-008	The Toll System Provider shall conduct a System Certification Audit at the start of the third full year after the Revenue Service Date of the last Bridge that will include a compliance audit of all Hardware and Software including operating systems, databases and applications that demonstrates that all Software and Hardware meets a configuration audit and test that demonstrates that the System complies with all Performance Requirements. Any variances shall be reported along with a corrective action plan.	X	
	Note: The Joint Board may conduct its own certification and audit at any time. TSP shall cooperate with and assist the Joint Board in any such audit.		
	<b>Proposer Response:</b>		
OM-009	The Toll System Provider shall plan, implement and remove lane closures for toll equipment preventative or emergency maintenance. The Toll System Provider shall utilize the most current state traffic control plans and standards applicable to the Roadside System for the state where the lane closure will occur. The Toll System Provider shall request lane closures in writing and in accordance with the applicable state policy. Any preventative maintenance lane closures shall be requested in writing at least 14 calendar days in advance. Emergency lane closures shall be requested with 12 hours prior written notice. Notice of any immediate lane closures shall be communicated to the Joint Board representative via phone and email as soon as possible.	X	
	Note: The Proposer shall include in the Price Proposal a unit price for each of the traffic control configurations outlined in the TCS. The States' Parties will reimburse the Toll System Provider for each approved lane closure required during installation and during maintenance of traffic.		
	<b>Proposer Response:</b>		
OM-010	The Toll System Provider shall log any lane closures including incidents reported by the Roadside System into MOMS. Any unusual circumstances shall also be noted in the incident report. If the information can be tracked and reported separately in MOMS, MOMS may be used to log incidents. A lane closure report shall identify who closed the lanes, start and end time of the closure, lane numbers closed and any comments or unusual events regarding the lane closure. If the lane closure was conducted by the Toll System Provider, a reason for the lane closure shall be included in the report. Any lane closures that occur within the Toll Zone area, defined as 1000 feet on either side of the Toll Zone, shall be reported to the States' Parties on a monthly basis.	X	
	Note: This information is required so that the States' Parties or their agents can confirm the TSP accurately reconciles and identifies anomalies in traffic or revenue with these special events, and to reconcile any Customer Statements sent by the Toll System Provider for reimbursement.		
	<b>Proposer Response:</b>		

Performance Requirements

		Required	Value Add
Req ID	Performance Requirements (Section PR)		
	<b>Roadside System</b>		
PR-001	Roadside System shall be available 99.5% of the time.	X	
	Notes: Compliance with availability requirements will be separately calculated and applied to each Equipment Lane for a Toll Zone as provided in <u>Exhibit N</u> . Available lanes are those with all of their components properly functioning - available to collect revenue and sending all Traffic Transactions and images to the BOS, as more particularly defined in <u>Exhibit N</u> . This 99.5% availability requirement excludes approved maintenance closures. This requirement will be evaluated for compliance on a monthly basis.  <b>Proposer Response:</b>		
PR-002	The Roadside System shall be fully capable of reading and processing a minimum of 1,800 front and rear images (3,600 in total) per Equipment Lane per hour.	X	
	Note: This requirement will be evaluated by the Joint Board for compliance on a monthly basis.  <b>Proposer Response:</b>		
PR-003	The Toll System Provider shall be fully capable of processing all license plate numbers including stacked letters.	X	
	Note: This requirement will be evaluated by the Joint Board for compliance on a monthly basis.  <b>Proposer Response:</b>		
PR-004	[Intentionally not used].		
PR-005	The Roadside System shall create and process Traffic Transactions for a minimum of one vehicle per second per equipment lane for fifteen (15) continuous seconds at each Toll Zone without any loss of vehicle data (i.e. classification, images, ETC, etc.).	X	
	Note: This requirement will be evaluated by the Joint Board for compliance on a monthly basis.  <b>Proposer Response:</b>		
PR-006	For each vehicle passing through a Toll Zone with properly mounted Transponders in or on the Vehicle, the TCS shall accurately detect, report, and correlate with the correct vehicle all required Transponder information (i.e., date, time, Transponder numerical id) at an overall accuracy rate of 99.95%; if more than one Transponder is properly mounted in or on the Vehicle, the TCS shall report all such Transponders identified, but the requirements specified in this Section shall only apply to one Transponder's reads.	X	
	Note: The Proposer shall describe the process for associating a Transponder with a vehicle (i.e. stages of transaction processing in the Toll Zone and Lane Processor) in this Technical Response Form. This requirement will be evaluated by the Joint Board for compliance on a monthly basis.  <b>Proposer Response:</b>		

		Required	Value Add
<b>Req ID</b>	<b>Performance Requirements (Section PR)</b>		
PR-007	Each vehicle passing through a Toll Zone shall be detected and reported once and only once (no exception for lane equipment or network degradation). Note: This requirement will be evaluated by the Joint Board for compliance on a monthly basis.	X	
	<b>Proposer Response:</b>		
PR-008	For each vehicle passing through a Toll Zone, the TCS shall capture a sufficient number of images to provide the vehicle make, model and license plate number and correlate this information with the correct vehicle at an accuracy rate of 99.9%. All Images of a vehicle's license plate passing through a Toll Zone shall be human readable at an accuracy rate of 99%. All overview camera images of the vehicle shall be in color. Note: The Proposer shall identify in this Technical Response Form the maximum detectible size (in feet for the length and height) of vehicles, and the number of images captured per transaction and made available to the BOS. This requirement will be evaluated by the Joint Board for compliance on a monthly basis.	X	
	<b>Proposer Response:</b>		
PR-009	The Toll System Provider shall comply with the following times to respond to issues, deficiencies and problems and to repair equipment. These times are based on priority classification by event location and exclude provision of maintenance of traffic responsibilities (so long as such maintenance of traffic times are strictly within the time periods of this PR-009 section); These times apply 24 hours per day, 7 days per week: • Priority 1 –Four hours to respond • Priority 2 –24 hours to respond • Priority 3 –7 days to respond  In all cases, setup of maintenance of traffic shall be no more than 1 hour upon approval, and demobilization of maintenance of traffic once repair is complete shall be no more than 1 hour.	X	
	The Priority Levels are defined as follows: Priority 1 is defined as – any failure that will result in loss of ability to collect or accurately collect revenue, including lane closures, safety hazard, or loss of traceability and loss of auditability in the TCS. Priority 2 is defined as – any failure of a System component that will result in a degradation of System performance or results in the loss of redundancy in a key System component, but does not qualify as a Priority 1 event. Priority 3 is defined as – minor failure of the equipment, network or Software or an indication that an event may occur that would result in a malfunction or degradation of the System.  In order to ensure maintenance of traffic notification is measured in a timely manner, the Joint Board shall be copied on the notification to the maintenance of traffic provider. The Joint Board, in its sole discretion, shall determine the priority of an event (and any delay or failure by the Joint Board to identify the priority shall indicate that the event has a priority level of Priority 1).  Note: This requirement will be evaluated by the Joint Board for compliance on a monthly basis.		
	<b>Proposer Response:</b>		
	<b>Back Office System</b>		
PR-010	The BOS, including the IVR and Customer Website shall be available 99.9% of the time (See Exhibit N to the Agreement for details regarding calculation of BOS availability.) The BOS shall provide all functional service at a 99.9% availability excluding approved routine or approved scheduled maintenance periods of up to 80	X	

		Required	Value Add
Req ID	Performance Requirements (Section PR)		
	hours per year.		
	Note: This requirement will be evaluated by the Joint Board for compliance on a monthly basis.		
	<b>Proposer Response:</b>		
PR-011	[Intentionally not used.]		
PR-012	Home and away agency Transponder status files shall be loaded and distributed to the TCS within 2 hours of receipt at least 99% of the time. If the Toll System Provider has written proof that the away Transponder status file was not sent by the away agency, failure to load and distribute a Transponder file for such away agency shall not be counted as a failure in the calculation.	X	
	Note: This requirement will be evaluated by the Joint Board for compliance on a monthly basis.		
	<b>Proposer Response:</b>		
PR-013	The BOS shall post 99.8% of Traffic Transactions, Financial Transactions, and Event Transactions completely and accurately to the TCS. Any exceptions shall be recorded with an "exception" transaction in the system with an appropriate exception code.	X	
	Note: This requirement will be evaluated for by the Joint Board for compliance on a monthly basis.		
	<b>Proposer Response:</b>		
PR-014	The Toll System Provider shall review and accurately post to the appropriate account all Traffic Transactions in accordance with the approved Business Rules no later than 4 days after the vehicle passed through the Toll Zone, at an accuracy level of 99.5% or higher. Images embedded in any Correspondence shall include a color picture that clearly identifies the make, model, color and license plate of the vehicle.	X	
	Note: This requirement will be evaluated by the Joint Board for compliance on a monthly basis.		
	<b>Proposer Response:</b>		
PR-015	All required Financial Transactions shall be processed within one (1) business day of business day closure on the day they occurred. Financial Transactions shall include all payments (regardless of payment method). Weekend or holiday Transactions shall be processed no later than the following business day.	X	
	Note: This requirement will be evaluated by the Joint Board for compliance on a monthly basis.		
	<b>Proposer Response:</b>		
PR-016	All required financial exceptions shall be processed within one (1) business day of business day closure on the day they occurred. Financial exceptions are adjustments, reversals or refunds.	X	
	Note: This requirement will be evaluated for compliance by the Joint Board on a monthly basis. The timeframe for a disputed transaction for E-ZPass transactions outside of Toll System Provider's control will be determined during development of the approved Business Rules.		

		Required	Value Add
Req ID	Performance Requirements (Section PR)		
	<b>Proposer Response:</b> _		
PR-017	The Toll System Provider shall enter into the System all license plate and demographic information received from a DMV within one (1) day of data receipt.	X	
	Note: This requirement will be evaluated for compliance by the Joint Board on a monthly basis.		
	<b>Proposer Response:</b>		
	<b>Customer Service Center</b>		
PR-018	The average call wait time shall not exceed a monthly average of 1 minute through the term of the Contract as reported on the phone system reports. The average call wait time is measured based on all calls received during a monthly period.	X	
	Note: This requirement will be evaluated by the Joint Board for compliance on a monthly basis.		
	<b>Proposer Response:</b>		
PR-019	All calls shall be handled in a professional and courteous manner all of the time. The Toll System Provider shall monitor at least 2% of all calls, measured monthly commencing with Pre-Toll Operations. For calls monitored the TSP shall have a regular quality control process and results shall be reported in the Monthly Operations and Maintenance Report.	X	
	Note: This requirement will be evaluated for compliance by the Joint Board on a monthly basis.		
	<b>Proposer Response:</b>		
PR-020	Best efforts shall be made to resolve escalated calls related to TCS services and policies while the customer is on the telephone without need for a call-back. Escalations that require involvement of an external agency are not included for purposes of calculating compliance with this requirement. TSP shall open a service request for all escalations that cannot be addressed while the customer is on the phone, and shall track the service request through the reporting system.	X	
	Note: This requirement will be evaluated by the Joint Board for compliance on a monthly basis.		
	<b>Proposer Response:</b>		
PR-021	The TSP shall not escalate more than 5% of the total calls received by the CSC outside of the CSC.	X	
	Note: This requirement will be evaluated by the Joint Board for compliance on a monthly basis.		
	<b>Proposer Response:</b>		
PR-022	The CSC shall resolve a minimum of 65% of calls during Startup Operations and 80% of the calls during Steady State Operations regarding ETC transactions, video transactions, Violations, products, services and policies accurately on the first contact made by the customer.	X	

		Required	Value Add
<b>Req ID</b>	<b>Performance Requirements (Section PR)</b>		
	Note: This requirement will be evaluated by the Joint Board for compliance on a monthly basis. The resolution of the call shall mean that the customer's questions were answered in way such that the customer does not have to call back for the same issue or information was provided in response to the customer inquiry in way such that the customer does not have to call back for the same issue.  <b>Proposer Response:</b>		
PR-023	All call monitoring shall be part of the regular QC process and reported in the Monthly Operations and Maintenance Report. The TSP shall cooperate with and assist the Joint Board in conducting random monitoring and recording the results.	X	
	Note: This requirement will be evaluated by the Joint Board for compliance with this requirement on a monthly basis.  <b>Proposer Response:</b>		
PR-024	Customer Correspondence shall be stamped as received the business day it is received. Correspondence received on non-business days shall be stamped as received on the first business day after the non-business day.	X	
	Note: This requirement will be evaluated by the Joint Board for compliance on a monthly basis.  <b>Proposer Response:</b>		
PR-025	All new customer account applications shall be processed and recorded within the System within two (2) business days of receipt of the completed application.	X	
	Note: This requirement will be evaluated by the Joint Board for compliance on a monthly basis.  <b>Proposer Response:</b>		
PR-026	All payment types (check cash or credit card) shall be processed for payment by the System within one business day.	X	
	Note: This requirement will be evaluated by the Joint Board for compliance on a monthly basis.  <b>Proposer Response:</b>		
PR-027	100% of all correspondence types other than payments shall be processed and recorded in the System within three (3) business days.	X	
	Note: This requirement will be evaluated by the Joint Board for compliance on a monthly basis.  <b>Proposer Response:</b>		
PR-028	All money paid to the CSC shall be credited into the designated bank accounts provided by the Joint Board. All customer payments shall be deposited within 24 hours of when they are received; if such day is a weekend or holiday day on which the relevant bank is closed, the deposit shall be made by the next Day on which the relevant bank is open for business.	X	
	Note: This requirement will be evaluated by the Joint Board for compliance on a monthly basis.  <b>Proposer Response:</b>		



		Required	Value Add
Req ID	Performance Requirements (Section PR)		
PR-029	<p>The CSC availability shall meet the following minimum requirements.  Self Service – 24 hours x 7 days per week  For Startup Operations: Customer Service Representative and Walk Up Center - Monday-Friday 7 am-7pm Saturday 8am-2pm, Eastern Standard Time, excluding approved holidays.</p> <p>For Steady State Operations: Customer Service Representative and Walk Up Center - Monday-Friday 8 am-6pm, Eastern Standard Time, excluding approved holidays.</p> <p>Holidays on which the CSC may be closed include New Year's Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day, Christmas Day and other holidays mutually agreed to by the Toll System Provider and the Joint Board. The Toll System Provider shall work with the Joint Board to jointly develop the Holiday schedule for each Contract year.</p>	X	
	<p>Note: This requirement will be evaluated by the Joint Board for compliance on a monthly basis.</p> <p><b>Proposer Response:</b></p>		
PR-030	<p>The Toll System Provider shall notify the Joint Board of all planned outages at least one week in advance. The Toll System Provider shall notify the Joint Board within 2 hours of a known unplanned outage with notice of the planned up time.</p>	X	
	<p>Note: This requirement will be evaluated by the Joint Board for compliance on a monthly basis.</p> <p><b>Proposer Response:</b></p>		
PR-031	<p>99.99% of Transponder orders placed in person shall be filled within the same business day. All Transponder orders placed in person not filled in the same business day in which the order was placed shall be filled before the end of the next business day. 90% of Transponder orders not placed in person shall be filled before the end of the day after the day in which the order was placed. All Transponder orders not filled before the end of the day after the day in which the order was placed shall be filled before the end of the second business day after the day in which the order was placed. In person orders are those placed at a Walk-Up Centers or at a retail provider. An order is filled when it is either handed to the customer or mailed to the customer at the best address available to the TSP as indicated in the Business Rules.</p>	X	
	<p>Note: This requirement will be evaluated by the Joint Board for compliance on a monthly basis.</p> <p><b>Proposer Response:</b></p>		
PR-032	<p>The Toll System Provider staff shall be scheduled according to expected call arrivals in order to comply with the requirement that a minimum of 80% of calls be answered by a live representative within 30 seconds, calculated by dividing the number of calls answered by a live representative within 30 seconds by total number of calls received by the IVR.</p>	X	
	<p>Note: This requirement will be evaluated by the Joint Board for compliance on a monthly basis.</p> <p><b>Proposer Response:</b></p>		
PR-033	<p>It is desired that the IVR answer in one ring cycle for inbound calls and customers enter the IVR tree to be presented self-service options or allowed to speak with a customer service representative during business hours.</p>		X
	<p>Note: If Proposer indicates it will provide this functionality, this requirement will be evaluated by the Joint Board for compliance on a monthly basis.</p>		



		Required	Value Add
<b>Req ID</b>	<b>Performance Requirements (Section PR)</b>		
	<b>Proposer Response:</b>		
PR-034	[Intentionally not used.]		
	<b>Proposer Response:</b>		
PR-035	[Intentionally not used.]		
PR-036	The CCTV system shall be available no less than 99% of the time.	X	
	Note: Availability is defined as access to the CCTV system by remote users and the ability to use and view video in near- real-time for TCS operations. Near-real-time is defined for this requirement as the video being displayed within 2 seconds of the user requesting a camera view. This requirement will be evaluated by the Joint Board for compliance on a monthly basis.		
	<b>Proposer Response:</b>		

**Financial Requirements**

Req ID	Financial Requirements (Section FR)	Required	Value Add
FR-01	All elements of the TCS shall be subject to audit of Financial Transactions, Traffic Transactions and Event Transactions.	X	
	Note: The Revenue Control Manager, external auditors or other entities will audit and require Transaction reconciliation of the TCS from the Roadside System through the BOS.		
	<b>Proposer Response:</b>		
FR-02	The Toll System Provider shall provide a TCS that meets US GAAP policy and procedures and is subject to US GAAP audits and compliance on a regular basis. All elements of the TCS shall be subject to audit of Financial Transactions, Traffic Transactions, and Event Transactions. The Toll System Provider shall hire a major independent certified public accounting firm to perform a Service Organization Control (SOC 1) Type 2 audit annually in accordance with Statement on Standards for Attestation Engagement No.16 (SSAE 16) and provide such report within 90 days after close of June 30 <sup>th</sup> fiscal year to the Joint Board. This review shall include the effectiveness of operational controls related to software, procedures, data, security, processing integrity, confidentiality and privacy. The costs for such audits shall be borne by the Toll Services Provider.	X	
	<b>Proposer Response:</b>		
FR-03	The Toll System Provider shall coordinate with the Revenue Control Manager and Custodian. The Toll System Provider shall be a party to the Custody and Revenue Control Agreement, substantially in the Form of Exhibit O to the Agreement, once finalized prior to Revenue Service.	X	
	Note: The Joint Board anticipates that Transaction reconciliation will be performed, and top level secure financial accounts will be established and managed, substantially as outlined in <u>Attachment C-3</u> . The Joint Board has contracted with a Revenue Control Manager that will be responsible for the confirmation and certification of reconciled funds received from the Toll System Provider. A Custodian established pursuant to the Custody and Revenue Control Agreement will serve as the trustee's representative to distribute revenues into the States' Parties' accounts.		
	<b>Proposer Response:</b>		
FR-04	The Toll System Provider shall adhere to the Flow of Funds diagram in <u>Attachment C-3</u> in handling all Funds.	X	
	<b>Proposer Response:</b>		
FR-05	The Toll System Provider shall reconcile Financial Transactions transmitted to Custodian Accounts on a daily basis. All revenues and funds shall be swept on a daily basis to the Custodian to ensure that all revenues are deposited in a secure account and reconciled prior to the distribution to the States' Parties' accounts.	X	
	Note: The Proposer shall describe in this Technical Response Form how the TCS handles movement of funds and reconciliation of Transactions in the System.		
	<b>Proposer Response:</b>		
FR-06	The Toll System Provider shall interface the TCS with a commercial accounting system provided by the Revenue Control Manager.	X	
	Note: The accounting system will be determined at a later date, currently anticipated to be available prior to NTP.		

Req ID	Financial Requirements (Section FR)	Required	Value Add
	<b>Proposer Response:</b>		
FR-07	The Toll System Provider shall update the accounting system with current financial elements of the System (debits/credits) no less frequent than every 24 hours.	X	
	<b>Proposer Response:</b>		
FR-08	The TCS shall track interoperable Financial Transactions by interoperable agency.	X	
	<b>Proposer Response:</b>		
FR-09	The Toll System Provider shall map financial (cash management and custodial) accounts established by the Joint Board to multiple Financial Transaction codes (e.g. tolls, fees, credit payments, adjustments and reversals) and such accounts and codes shall be traceable in the TCS to demonstrate that the financial accounting system (provided by others) reconciles with the TCS.	X	
	<b>Proposer Response:</b>		
FR-010	The Toll System Provider shall make customer refunds within 24 hours of confirmation that a refund is owed, and shall make payments to interoperable agencies and transfer funds received for deposit into Joint Board accounts, in accordance with the approved Business Rules.	X	
	<b>Proposer Response:</b>		
FR-011	The Toll System Provider shall track receipt and disbursement of payments in the TCS by payment type and source, including but not limited to: by interoperable agency, by payment type (credit card, cash, check), by refunds or adjustments, and by tolls or fees such as invoice fees, administrative fees or penalties.	X	
	<b>Proposer Response:</b>		
FR-012	Overpayments or underpayments shall be applied to an account, and records of the overpayments and underpayments to an account shall be readily available for review in reports generated by the TCS. Unapplied balances shall be transferrable to the customer account Customer Statements where applicable. An unapplied balance report shall be available on a daily, weekly and monthly basis.	X	
	<b>Proposer Response:</b>		
FR-013	The Toll System Provider shall provide exceptions management system functionality and an exceptions operation process for payment. For example, the TCS shall have an operational procedure so that if payments without an account remittance slip are received by the lockbox, the operator is able to research and locate the account holder in the system, and apply the unallocated funds to a credit on a customer account. The TCS shall include a coding mechanism in the ERS that provides sufficient reporting to track any exceptions.	X	
	<b>Proposer Response:</b>		
FR-014	Updates to Financial Transactions shall never modify existing Transactions. All Financial Transactions shall be appended to the original record when fees, fines, or tolls are partially or wholly discounted or escalated manually by an operator of the System. A list of all Financial Transactions (including codes) shall be provided in the System Documentation and logged with the associated Traffic Transactions in the TCS.	X	

Req ID	Financial Requirements (Section FR)	Required	Value Add
	<b>Proposer Response:</b>		
FR-015	It is desired that the Toll System Provider provide manual processes to associate unspecified funds (i.e. a check without payment coupon or correct account information) to the proper customer account and apply these funds to the proper account.		X
	Note: The Proposer shall describe in this Technical Response Form the complete process including manual efforts required to locate the proper account and apply the funds to that account.		
	<b>Proposer Response:</b>		
FR-016	The Toll System Provider shall safeguard cash deposits and shall provide any necessary or advisable armored car services and other means to secure all cash that is in Toll System Provider's custody or control.	X	
	<b>Proposer Response:</b>		
FR-017	All money paid to the CSC shall be credited into the Custodian Accounts. All customer payments shall be recorded in the TCS within 24 hours of when they are received by the Toll System Provider.	X	
	<b>Proposer Response:</b>		
FR-018	The Toll System Provider shall process refund requests from customers. Credit card or debit card-based toll accounts shall be refunded to the same card. Cash toll accounts shall be refunded with a check mailed to the address of record on the account.	X	
	Note: The Proposer shall outline in this Technical Response Form its existing refund process including escalation processes for unresolved refund requests and authorization levels.		
	<b>Proposer Response:</b>		
FR-019	The Toll System Provider shall provide reports used for accounting and reconciliation of financial data. The reports must address the following functions at a minimum: 1. Cash and all other payments collected at the CSC storefronts and other retail outlets under contract, 2. Account deposits, shortages and overages, 3. Adjustments, 4. Daily reconciliations, customer accounts balances, CSC and VPS activities, tolls collected and tolls posted, images received versus video images processed, 5. Recommended fund transfers, deposits and withdrawals, 6. By CSC for each shift, number of Transaction types, deposits by payment type, cash deposits, low, high and average value, 7. Aggregate account balance activity including beginning-of-day and end-of-day balances, all tolls and fees, and replenishments, and 8. Interoperable account activities for home and away Transactions for Traffic Transactions reconciliation and settlement. Additional financial related reports may be submitted for evaluation.	X	
	<b>Proposer Response:</b>		
FR-020	The Toll System Provider shall interface to an accounting system (provided by the Revenue Control Manager) to support reporting of the cash flow and all resources.	X	
	Note: The Toll System Provider shall submit in this Technical Response Form a summary of data that can be provided by the TCS in a system to system interface (e.g. FTP site) daily to support a financial management system. While the TCS and Accounting System will transmit data, there will be no system to system integration between the accounting system (provided by others) and the TCS, except the file transfer of reconciled data shall be automated in the System.		

Req ID	Financial Requirements (Section FR)	Required	Value Add
	<b>Proposer Response:</b>		
FR-021	The TCS shall provide for a methodology to batch process refund checks to the third party accounting system or Custodian who disburses revenue.	X	
	<b>Proposer Response:</b>		
FR-022	The Toll System Provider shall provide an interface to the accounting system.	X	
	Note: The Proposer shall provide in this Technical Response Form a list of configurable financial accounting codes that track debits, credits and adjustments and reversals to all payments received in the System, including but not limited to credit cards by type, lockbox, check, and any other payments received in the System.		
	<b>Proposer Response:</b>		
FR-023	The Toll System Provider shall have financial codes for Traffic Transactions and Financial Transactions that will be transmitted to an external accounting system that separates administrative fees, fines and discounts from the tolls so they can be accounted for separately during reconciliation. All financial codes and associated Transactions shall meet all system availability and data retention requirements.	X	
	<b>Proposer Response:</b>		
FR-024	The Toll System Provider shall provide double entry recording for all Financial Transactions in the System.	X	
	<b>Proposer Response:</b>		
FR-025	The Toll System Provider shall provide reports that provide the existing debits and credits no less than every 24 hours. All reports shall be automated for delivery and shall be reconciled against the data transmitted to the commercial accounting system (e.g. general ledger) provided by others.	X	
	<b>Proposer Response:</b>		
FR-026	The TCS shall provide an audit trail for all Traffic Transactions and Financial Transactions that shows all changes made in the system with respect to the relevant Traffic Transaction and Financial Transactions, including what was changed and by whom (system or non-system user) including a reason for the change if applicable.	X	
	<b>Proposer Response:</b>		
FR-027	Every payment (receivable) in the TCS shall be traceable to payment method, payment type and source of payment.	X	
	<b>Proposer Response:</b>		
FR-028	The TCS shall provide self-balancing, double entry accounting consistent with GAAP.	X	

Req ID	Financial Requirements (Section FR)	Required	Value Add
	<b>Proposer Response:</b>		
FR-029	The Toll System Provider shall provide functionality to support home or away interoperable Traffic Transactions processed by the Roadside System. The TCS shall process all types of Traffic Transactions including but not limited to ETC, Unregistered Video, and registered video Traffic Transactions.	X	
	<b>Proposer Response:</b>		
FR-030	The TCS shall provide adjustments and reversals to support refund processing to accounts for the disbursement of money to customers, States' Parties, interoperable agencies, and external service providers, including but not limited to the lockbox provider, collection agency and credit card payment processors.	X	
	<b>Proposer Response:</b>		
FR-031	The Toll System Provider shall issue refund checks for overpayments of prepaid ETC Accounts or Registered Video Accounts that are closed or inactive (after a configurable time period) to customers. The TCS shall automatically change an account status to closed or inactive when there has been no activity for a configurable (from 0 to 999 days) number of days.	X	
	<b>Proposer Response:</b>		
FR-032	The Toll System Provider shall describe how unclaimed property is handled within the System for in-active accounts with one (1) year or more of no activity. The inactivity period shall be configurable.	X	
	<b>Proposer Response:</b>		
FR-033	All funds received from all payment sources external to the TCS shall be provided to the Joint Board on a gross basis unless an approved external vendor does not support gross payment remittance. If an external vendor(s) does not support gross payment remittance, the Toll System Provider shall provide a separate transaction record that clearly itemizes gross revenue and all deductions therefrom made by the external vendor(s).	X	
	Note: The Proposer shall describe all such instances and the associated fees, which shall be on an actual cost basis only.		
	<b>Proposer Response:</b>		
FR-034	The Toll System Provider shall accept MasterCard, Visa, and American Express.	X	
	Note: The Proposer shall indicate any others credit card types that it can accept in its Technical Response Form.		
	<b>Proposer Response:</b>		

Access Control and CCTV Requirements

Access Control and CCTV Requirements (Section AC)		
Req ID		Required Value Add
	<b>Access Control Requirements</b>	
AC-001	The Toll System Provider shall provide an access control system for all the Roadside System cabinets provided by the Toll System Provider. The access control system shall be a card system that provides restricted access for the Toll System Provider staff. The Joint Board staff shall be provided 10 cards for access, but Toll System Provider is anticipated to be the only entity that will access the Roadside System cabinets.	X
	<b>Proposer Response:</b>	
AC-002	The Toll System Provider shall provide setup, install and configure a CCTV pan title zoom camera and all data communications to monitor the equipment cabinets. The Toll System Provider shall trigger CCTV events for recording and pre-sets to position camera at the point of alarm.	X
	<b>Proposer Response:</b>	
AC-003	The Toll System Provider shall track data and provide reports showing entry and exit times for facilities, secure areas, toll equipment and other devices requiring secure access. If a door is not closed within a preset time (configurable) an alarm shall be generated by the access control system.	X
	<b>Proposer Response:</b>	
AC-004	The Toll System Provider shall provide an Access Control System with the capability for authorized users to manage user roles, including but not limited to: create new roles, assign and un-assign users to roles, adjust roles, deactivate roles; and, in general, control all rights within the System through the assignment of user roles.	X
	<b>Proposer Response:</b>	
AC-005	The Toll System Provider shall utilize an existing Access Control System for the CSC with additional staff or roles added for the Project. The Toll System Provider shall have an Access Control System for the Walk-up Centers that provides for key or access card access to the Walk-up Centers. The Toll System Provider shall make available Access Control System audit reports on-demand, including but not limited to: 1) logged activity by activity type; 2) logged activity by user accounts; and 3) logged activity by user.	X
	<b>Proposer Response:</b>	
	<b>CCTV</b>	
AC-006	The CCTV roadway cameras shall be used for observation, to audit traffic as it passes the Roadside System, and to monitor Toll Zones and toll equipment sites for security purposes.	X
	<b>Proposer Response:</b>	



Access Control and CCTV Requirements (Section AC)			Required	Value Add
Req ID				
AC-007	CCTV video shall have the following Transaction data correlated to the video: 1) The live feed of the CCTV roadway camera shall be available to the CSC; 2) The Transactions shall be indexed to the roadway overview camera for auditing; 3) The CCTV roadway overview cameras and recordings shall require separate identification and password authentication requirements from those of the CCTV site security cameras and recordings, and 4) CCTV video shall include timestamp common to the time base of the TCS.		X	
	<b>Proposer Response:</b>			
AC-008	It is desired for the live feed of the CCTV roadway camera to be available to the Walk-up Centers.			X
	<b>Proposer Response:</b>			
AC-009	Fixed (not Pan-Tilt-Zoom) CCTV cameras shall provide full coverage for observation of all traffic lanes in each Toll Zone. Pan-Tilt-Zoom CCTV cameras shall be mounted in such locations that the full Toll Zone and toll equipment is visible by the CCTV camera. All CCTV cameras for roadway overview and site security shall record to a digital video recorder for motion video storage. The CCTV cameras shall record periods of inactivity at lower frame rates or resolution than the normal settings, and shall have a viewable image on a 24 hour per day, 7 day per week basis. The CCTV camera shall provide a continuous capture of the tuned field of view.		X	
	<b>Proposer Response:</b>			
AC-010	The CCTV cameras provided by the Toll System Provider shall be color digital cameras supporting a minimum resolution of 720 vertical lines. The CCTV camera shall be a proven commercial product with a second source that can be expanded or updated, in a modular fashion, over time, applicable to both Hardware and Software without modification to any portion of the TCS. The CCTV camera shall provide clear video in both normal day and night conditions, and adjust for poor light conditions.		X	
	<b>Proposer Response:</b>			
AC-011	CCTV cameras and all of the associated electronic equipment shall be housed in a weatherproof NEMA rated enclosure and be protected against vandalism and mounted out of physical reach.		X	
	<b>Proposer Response:</b>			
AC-012	The CCTV camera and associated digital video recorder (DVR) shall include an administrative application at the toll facility host which shall enable authorized managers to determine access authorizations and CCTV settings. The CCTV system shall configure the CCTV network recordings, data, all other network settings, and events based on motion detection in the field of view or other event triggering, for a configurable number of seconds before and after the event, and shall allow playback, such that configurable specific fields of data are only visible by specific categories of users.		X	
	<b>Proposer Response:</b>			
AC-013	The CCTV camera DVR and associated Hardware shall be time synchronized with the TCS and CCTV cameras, and applications shall remain in operation and continue recording when the communications fail, such as a failure of any Roadside System equipment.		X	
	<b>Proposer Response:</b>			



Access Control and CCTV Requirements (Section AC)			Required	Value Add
Req ID				
	<b>Proposer Response:</b>			
AC-014	CCTV Cameras shall detect movement for specific zones near cabinets or building doors. CCTV cameras have the capability to be aimed in any of 360 degrees of direction and 180 degrees of tilt, with a zoom capability of ten times.		X	
	<b>Proposer Response:</b>			
AC-015	The Toll System Provider shall provide a digital video recorder to record the CCTV camera video. Authorized users shall access and query the DVR to search video by date, time and location.		X	
	<b>Proposer Response:</b>			
AC-016	The DVR shall be configurable to provide a range of recording frames per second and shall be write-protected to prevent anyone from altering the recording. All video recordings shall be accessed within two (2) seconds of a request to review the video and the DVR shall store sixty (60) days of recording on the DVR and be configurable between one (1) and sixty (60) days.		X	
	<b>Proposer Response:</b>			
AC-017	Authorized users on the TCS network shall be able to access, open and display cameras on a personal computer through a DVR application provided by the Toll System Provider. The Toll System Provider shall provide VPN access for users to remotely access the TCS network. The authorized user shall access the DVR through the network to play back previously recorded video with selected lane activity data for review.		X	
	Note: It is expected that the Toll Operations Center staff and the Joint Board will be the primary users of these videos.			
	<b>Proposer Response:</b>			
AC-018	The DVR shall enable an authorized user to copy, save, and print segments of recorded data as images or full-motion video and to crop and alter those copies if necessary without altering the original. The DVR recordings shall all be in one industry standard open format for recording and displaying live streaming video and full-file downloads. The DVR shall automatically purge CCTV data not marked for archive after a configurable period of time, with the default set at 60 calendar days. The DVR shall provide the ability to automatically archive alarm events and other designated critical events regardless of purge cycle.		X	
	<b>Proposer Response:</b>			
AC-019	Toll System Provider shall provide CCTV and DVR report(s) that include but are not limited to the following information: 1) user access to the CCTV camera system including date and time stamp and camera name; 2) firmware version and date, and 3) camera and DVR configuration. It is expected that these reports are commercially available from these devices.		X	
	<b>Proposer Response:</b>			
AC-020	It is desired that the CCTV system utilize the latest applicable version of NTCIP 1205 - Object Definitions for Closed Circuit Television (CCTV) Camera Control.			X
	<b>Proposer Response:</b>			

Access Control and CCTV Requirements (Section AC)			
Req ID		Required	Value Add
AC-021	The Toll System Provider shall provide CCTV maintenance to satisfy Mean Time Between Failures(MTBF) – of 10,000 hours based on continuous operations of 24 hours a day 7 days a week usage.	X	
	<b>Proposer Response:</b>		
AC-022	The CCTV system shall be sized such that a minimum of ten (10) concurrent users may use the system without degradation of the system.	X	
	<b>Proposer Response:</b>		

TCS Workflows

Work Flows (Section WF)		
All responses to items WF-001 through WF-016 shall describe both Proposer's existing work flows and required development work to meet the Technical Requirements for this Project.		
Req ID		Required Value Add
WF-001	<p><b>Transaction Creation and Processes</b> The Toll System Provider shall provide System functionality to process Transactions that are created at the Roadside System and sent to a BOS.</p>	X
	<p>Note: The Proposer shall describe in this Technical Response Form all data available in the System, and specify configurable data available in the System. The system and operations work flows shall also demonstrate traceability of Traffic Transactions and Financial Transactions within the System from the Roadside System into the BOS. Proposer shall describe in this Technical Response Form the toll rate design within this workflow. If the toll rating is conducted outside of this work flow, Proposer shall state where the rating is done in the TCS. The Proposer shall describe in this section of the Technical Response Form the toll rating functions and configurability of the toll rating functions regardless of where it resides in the TCS architecture. The Proposer shall describe in this Technical Response Form all operational configurable parameters and system configurable parameters that impact operations.</p> <p><b>Proposer Response:</b></p>	
WF-002	<p><b>Transaction payment processing and settlement</b> The Toll System Provider shall provide system functionality and operations processes to process Transaction payments and settlements on all account types.</p>	X
	<p><b>Note:</b> Transactions are paid from the account and settled with home or away agencies as paid, closed or escalated for further notice of payment required. The Proposer shall describe in this Technical Response Form the transaction payment process and settlement work flow, and shall include in such description how partial payments are handled and how exceptions for unpaid or failures to process in the System are identified and resolved for a Transaction. The Proposer shall provide in this Technical Response Form a list of exceptions of payment processing and posting. Examples include a bad credit card on file or how an insufficient payment would escalate to the Violation process. The Proposer shall describe in this Technical Response Form all operational configurable parameters and system configurable parameters that impact operations.</p> <p><b>Proposer Response:</b></p>	
WF-003	<p><b>Account management system functions (open, close, update accounts)</b> The TCS shall provide account management system functions and operational processes for Traffic Transactions received from the Roadside System and sent to an account for payment.</p>	X
	<p>Note: The Proposer shall provide operations and system workflows in this Technical Response Form that describe how accounts are created, updated and maintained in the System. The Proposer shall provide in this Technical Response Form a list of all account types and their functions available in the System including but not limited to ETC Accounts, Registered Video Accounts and Unregistered Video accounts. The Proposer shall also provide in this Technical Response Form a list of configurable fields and functions that can be used by the system operator or customer in interacting with accounts. The Proposer shall describe in this Technical Response Form all operational configurable parameters and system configurable parameters that impact operations.</p> <p><b>Proposer Response:</b></p>	
WF-004	<p><b>Customer service representative customer interactions</b> The TCS shall provide functional customer interfaces that include updates to the account, maintenance of the account or handling of special cases such as habitual violators or other special circumstances.</p>	X

**Work Flows (Section WF)**

All responses to items WF-001 through WF-016 shall describe both Proposer’s existing work flows and required development work to meet the Technical Requirements for this Project. **Required Value Add**

Req ID		Required	Value Add
	<p>Note: The Proposer shall provide in this Technical Response Form system and operations work flows that illustrate how the customer service representatives interact with the System. This includes but is not limited to account opening, updates of demographic or payment information, escalation of unresolved issues and dealing with an irate customer. The Proposer shall provide in this Technical Response Form a list of existing work flows on how case management is handled within the TCS. Case Management shall include but not be limited to how unresolved customer contacts are escalated until resolved. The Proposer shall describe in this Technical Response Form all operational configurable parameters and system configurable parameters that impact operations.</p> <p><b>Proposer Response:</b></p>		
WF-005	<p><b>Image Review</b> The TCS shall provide System functionality and operations processes to process images in Traffic Transactions and post the Transaction to the BOS prior to the issuing of Customer Statements.</p>	X	
	<p>Note: The Proposer shall provide in this Technical Response Form system and operations work flows for the review, identification and disposition of license plate numbers and state jurisdictions including establishment of thresholds for automatic OCR confidence levels, double blind reviews, presentation of the image to the reviewer, aids to complete the correct license plate and jurisdiction to the operator and any other operations quality assurance tools that can aid the operator with identifying and coding the correct image for post processing. The Proposer shall describe in this Technical Response Form all operational configurable parameters and system configurable parameters that impact operations.</p> <p><b>Proposer Response:</b></p>		
WF-006	<p><b>Invoice generation and escalation</b> The TCS shall provide system functions and operations processes for Registered or Unregistered Video accounts. The TCS shall send individual Transactions on an invoice or bundle Transactions into an invoice.</p>	X	
	<p>Note: The Proposer shall provide in this Technical Response Form work flows for invoice escalation leading into the Violation processes including how invoice and Violation documents are generated, printed and mailed to customers and Violators. The Proposer shall provide with this Technical Response Form sample Customer Statements for the Project including any fees (administrative or invoice fees and Violation fines). The Proposer shall describe in this Technical Response Form all operational configurable parameters and system configurable parameters that impact operations.</p> <p><b>Proposer Response:</b></p>		
WF-007	<p><b>Violations processing (post-paid no payment)</b> The TCS shall provide system functionality and operations processes for Customer Statements after unsuccessful collection through the invoice notices for video account customers or now invalid ETC Account customers.</p>	X	
	<p>Note: The Proposer shall provide in this Technical Response Form system and operational work flows for Violation creation, escalation and advancement through initial and final notices including collections, escalation to an administrative hearing process or traffic court process. The Proposer is responsible for the evidentiary package for the administrative hearing process and the court process on the LSIORB Project. The Proposer shall describe all operational and system configurable parameters that can be modified in the system in this Technical Response Form. The Proposer shall also describe in this Technical Response Form available triggers that escalate a Violation in each stage, such as automatic timers and those levels which have manual override or require a manual escalation to the next</p>		

**Work Flows (Section WF)**

All responses to items WF-001 through WF-016 shall describe both Proposer’s existing work flows and required development work to meet the Technical Requirements for this Project. **Required Value Add**

Req ID		Required	Value Add
	<p>stage in the Violation. The Proposer shall also describe in this Technical Response Form how Violations escalate for payments below or above partial payment thresholds. The Proposer shall also describe in this Technical Response Form any quality assurance measures that are taken to confirm the Customer Statement prior to being issued to the customer.</p> <p><b>Proposer Response:</b></p>		
WF-008	<p><b>Incoming payments at the Walk-up Center – Credit, Check, Cash</b> The TCS shall provide system functionality and operational processes to accept credit cards, checks, and cash at the Walk-up Centers.</p>	X	
	<p>Note: The Proposer shall provide in this Technical Response Form work flows for other functions offered at the Walk-up Centers with the Toll System Provider’s system. The Proposer shall provide in this Technical Response Form a list of typical exceptions and how the exceptions are resolved operationally or through the system. Examples of exceptions in the context of this requirement are declined credit cards, verification of the identity of the credit card (if applicable), check validation processes or other ways to verify the payment authenticity. The Proposer shall describe in this Technical Response Form all operational configurable parameters and system configurable parameters that impact operations.</p> <p><b>Proposer Response:</b></p>		
WF-009	<p><b>Payment Processing (including lockbox, reversals, payment plans, refunds or mitigated deals)</b> The TCS shall provide system functionality and operational processes to accept, process and settle lockbox payments, issue refunds, reverse Transactions and fees and perform mitigated deals for a customer on all account types.</p>	X	
	<p>Note: The Proposer shall provide in this Technical Response Form a list of existing work flows with regards to how lockbox payments are posted to the system, how the system or users of the system can issue refunds, reverse Transactions and fees and tolls on an account and how mitigated deals can be made for payment for a customer for all account types. The Proposer shall describe in this Technical Response Form all operational configurable parameters and system configurable parameters that impact operations.</p> <p><b>Proposer Response:</b></p>		
WF-010	<p><b>Collection agency and court interfaces</b> The TCS shall provide system functions and operational processes for use of internal collections process or external collection agency and court processes after failure to collect funds from invoice, Violation, and collection notice process.</p>	X	
	<p>Note: The Proposer shall provide in this Technical Response Form a list of existing work flows that describe the human to system and system to system interfaces for the implementation of multiple collection agencies, and multiple court or self-imposed adjudication processes. The Proposer shall identify in this Technical Response Form the number of different collection agencies and court jurisdictions that can be interfaced with the System. The Proposer shall also describe in this Technical Response Form the nature of the interfaces with the court systems including the number of evidence package capabilities, tracking capabilities and capabilities to collect data from external systems for reporting into the TCS. The Proposer shall describe in this Technical Response Form all operational configurable parameters and system configurable parameters that impact operations.</p> <p><b>Proposer Response:</b></p>		

<b>Work Flows (Section WF)</b>			<b>Required</b>	<b>Value Add</b>
<i>All responses to items WF-001 through WF-016 shall describe both Proposer's existing work flows and required development work to meet the Technical Requirements for this Project.</i>				
<b>Req ID</b>				
WF-011	<b>Customer self-service payments including cash replenishments</b> The TCS shall provide system functionality and operational processes for self-service channels such as an IVR system, Customer Website, and mobile payments or other means to provide a low cost and convenient method for receiving and processing customer payments.		X	
	Note: The Proposer shall provide a list of work flows for all self-service account functions on the Customer Website and IVR including but not limited to how to open an account, add funds to an account, add, update, and delete a payment method, and dispute tolls. The Proposer shall describe any other self-service functions available in the TCS. The Proposer shall also provide a list of all workflows for cash replenishments including the media used for the cash based solution (i.e. reloadable card, account number only, self-service kiosk or cashier). The Proposer shall describe in this Technical Response Form all operational configurable parameters and system configurable parameters that impact operations.  <b>Proposer Response:</b>			
WF-012	<b>Financial Reconciliation within TCS and with external accounting system</b> The TCS shall provide system functionality and operational processes to process Financial Transactions that account for all payments made from the customer to the TCS, external agencies and/or customer interfaces (such as kiosks or retail outlet) or money received from other agencies for Project account holders.		X	
	Note: An accounting system (e.g. general ledger) will be provided by others. The Proposer shall interface with the third-party-provided accounting system and reconcile all Financial Transactions and Traffic Transactions collected and processed by the TCS. The Proposer shall provide in this Technical Response Form workflows on how its TCS reconciles financial data with an external accounting system. The Toll System Provider shall also provide in this Technical Response Form a list of all accounting codes available and typically sent to the accounting system and shall provide the ability to track debits, credits, reversals and adjustments. The Proposer shall describe in this Technical Response Form the frequency of the data transferred to external systems and typical audit processes and frequency of the audits. The Proposer shall describe in this Technical Response Form all operational configurable parameters and System configurable parameters that impact operations.  <b>Proposer Response:</b>			
WF-013	<b>TCS incident management</b> The TCS shall provide System functionality and operations processes to create, manage, and dispose of incidents within the TCS (e.g. Roadside System, BOS and TOC).		X	
	Note: These work flows shall address how priority levels are established in the System, how work tickets are created and how dispatchers will be notified, take action and resolve the incident. This is classically the incident management component of a Maintenance Online Management System (MOMS) and shall include the functions of the Toll Operations Center responsible for managing these incidents. The Proposer shall describe in this Technical Response Form all operational configurable parameters and system configurable parameters that impact operations.  <b>Proposer Response:</b>			
WF-014	<b>TCS monitoring</b> The Toll System Provider shall provide system functionality and operations processes that provide Hardware, Software and System alarm generation, priority levels assignments and final disposition.		X	



**Work Flows (Section WF)**

All responses to items WF-001 through WF-016 shall describe both Proposer’s existing work flows and required development work to meet the Technical Requirements for this Project. **Required Value Add**

Req ID		Required	Value Add
	<p>Note: The Proposer shall include in this Technical Response Form a list of all alarms, whether it is Hardware, Software or System and what triggers the alarm. For example, if the alarm is triggered more than 5 times in 3 minutes, the frequency for a time period shall be provided with the alarm message description. This is typically the System monitoring component of a Maintenance Online Management System (MOMS) and shall include the functions of the Toll Operations Center responsible for managing these incidents. The Proposer shall describe in this Technical Response Form all operational configurable parameters and system configurable parameters that impact operations.</p> <p><b>Proposer Response:</b></p>		
WF-015	<p><b>TCS inter-agency Transaction processing and settlement</b>                      The TCS shall provide system functionality and operations processes to interact with other agencies to process, settle and reconcile interoperable Transactions.</p>	X	
	<p>Note: The Proposer shall also describe in this Technical Response Form how the TCS is able to audit all transactions processed by other agencies to be settled on home accounts and how Traffic Transactions within the System are processed for “away customers” who hold an account with another system. The Proposer shall describe in this Technical Response Form all operational configurable parameters and System configurable parameters that impact operations.</p> <p><b>Proposer Response:</b></p>		
WF-016	<p><b>TCS configuration management</b>                      The TCS shall provide system functionality and operations processes to provide configuration management of the Hardware and Software in the TCS.</p>	X	
	<p>Note: The Proposer shall describe in this Technical Response Form all work flows and its configuration management system to ensure that all systems provide traceability and a clear audit trail of the approved configuration for the operational system. The configuration shall include all operational parameters, system level parameters, Hardware and Software. The Proposer shall describe in this Technical Response Form how changes are made through its configuration control board and how the client (i.e. Joint Board) participates in this configuration control process. The Proposer shall also describe in this Technical Response Form workflows for patch management as well as release management for software patches. The Proposer shall describe in this Technical Response Form all operational configurable parameters and System configurable parameters that impact operations.</p> <p><b>Proposer Response:</b></p>		

Plans and Testing

Req ID	Plans and Testing (Section TP)	Required	Value Add
TP-001	<p><b>Roadside System and Network System Plan</b>                      The Toll System Provider shall provide a Joint Board-approved Roadside System and Network System Plan including but not limited to how the System is designed, installed, configured and commissioned <b>no later than 90 days after NTP</b>. The Roadside System and Network System Plan are comprised of two components, the roadside system plan documentation and the network system plan documentation. Each component of the Roadside System and Network System Plan shall include operations and maintenance manuals, System architecture documents and diagrams, installation manuals and all external and internal Interface Control Documents. The Toll System Provider shall also provide a copy of the Software licenses and Hardware cut sheets.</p>	X	
	<b>Proposer Response:</b>		
TP-002	<p><b>Back office System Plan</b>                      The Toll System Provider shall provide a Joint Board-approved Back Office System Plan, which shall include but not be limited to how the System is designed and configured, <b>no later than 90 days after NTP</b>. The Back Office System Plan shall include operations and maintenance manuals for all users of the System, System architecture documents and diagrams, installation manuals and all external and internal Interface Control Documents.</p>	X	
	<b>Proposer Response:</b>		
TP-003	<p><b>TOC System Plan</b>                      The Toll System Provider shall provide a Joint Board-approved TOC System Plan and documentation <b>no later than 90 days after NTP</b>. The Toll System Provider shall provide Toll Operations Center System Documentation for the monitoring of the TCS. The TOC System Plan shall include all the System monitoring plans and procedures, monitoring alarms, priorities and how issues are identified, tracked and resolved. The Toll System Provider shall provide any existing manuals for incident response externally and internally, levels of escalation for incidents and tracking methodologies for incidents and their resolution.</p>	X	
	<b>Proposer Response:</b>		
TP-004	<p><b>Roadside System and Network Installation Plan</b>                      The Toll System Provider shall provide a Joint Board-approved Roadside System and Network Installation Plan <b>no later than 180 days after NTP</b>. The Roadside System and Network Installation Plan shall describe the TCS installation approach, configuration parameters, schedule, methodology, proposed maintenance of traffic, and required resources (including those of the Joint Board, if applicable).</p>	X	
	<b>Proposer Response:</b>		
TP-005	<p><b>BOS Installation Plan</b>                      The Toll System Provider shall provide a Joint Board-approved BOS Installation Plan <b>no later than 180 days after NTP</b>. The BOS Installation Plan shall describe the installation approach, proposed installation schedule, configuration parameters schedule, methodology and required contract resources and Joint Board (if applicable) resources in the plan.</p>	X	
	<b>Proposer Response:</b>		



Req ID	Plans and Testing (Section TP)	Required	Value Add
TP-006	<p><b>TCS As-Built System Documentation</b>  The Toll System Provider shall provide Joint Board-approved As-Built System Documentation for the deployed System at the Project <b>no later than 30 days after the successful completion of the System Acceptance Test</b> with any updates made since the first submission addressed in the second submission. As-Built System Documentation shall be provided in native format as well as PDF document format. The As-Built System Documentation shall include all Business Rules, Hardware cut sheets and design, Software configuration and code (where applicable) as well as installation drawings, schematics and other diagrams that describe the physical, logical, business and operational configuration of the System.</p>	X	
	<b>Proposer Response:</b>		
TP-007	<p><b>Training Plan</b>  The Toll System Provider shall provide a Joint Board-approved Training Plan <b>no later than 180 days after NTP</b>. The Training Plan shall provide a list of all training courses planned to be delivered to new and existing staff on the Project. The Training Plan shall also describe training facilities, typical training equipment, proposed training for local staff, and provide course outlines for the training program. A list of all user manuals shall be described in the Training Plan as well. The Training Plan shall describe where the Joint Board staff will be trained throughout the Contract Term. The Joint Board and/or its representatives shall be invited to observe and participate in all elements of the training.</p> <p>The Training Plan shall also include a list and description of all user roles and access rights for the TCS. This list shall include all users of the TCS including Joint Board Designated Representatives.</p>	X	
	<b>Proposer Response:</b>		
TP-008	<p><b>TCS Project Management Plan</b>  The Toll System Provider shall submit a Joint Board-approved TCS Project Management Plan for the installation and delivery phase of the Project and update the TCS Project Management Plan for the operations and maintenance phase of the project <b>no later than 90 days after NTP</b>. The TCS Project Management Plan shall adhere to the Toll System Provider's project management methodology to deliver the Project, but shall include a roles and responsibilities matrix that clearly identifies roles and responsibilities within the Toll System Provider's organization and any interfaces to the Toll System Provider, including but not limited to the Joint Board, ETC Vendor, Developer and DBT. The TCS Project Management Plan shall also address resources, schedule, communications and delivery of the Work.</p>	X	
	<b>Proposer Response:</b>		
TP-009	<p><b>Safety Plan</b>  The Toll System Provider and each Major Subcontractor shall submit a Joint Board-approved Safety Plan <b>no later than 90 days after NTP</b>. The Safety Plan shall address how the Toll System Provider shall conduct its work using safe methods. The Safety Plan shall also describe how safety is communicated with its employees, how safety audits are completed and any other information necessary to perform Work on the Project.</p>	X	
	<b>Proposer Response:</b>		
TP-010	<p><b>System Configuration and Management Plan</b>  The Toll System Provider shall provide a Joint Board-approved System Configuration and Management Plan <b>no later than 90 days after NTP</b>. The System Configuration and Management Plan shall describe how Hardware, Software and system configuration settings will be managed from Tolling Readiness through the Operations and Maintenance Term. The System Configuration and Management Plan shall describe how any change is identified, documented, controlled and verified during the Installation Work and the Operations and Maintenance Term. Any change proposed by TSP shall be submitted to the Joint Board for review and approval pursuant to the Approval Process.</p>		

Req ID	Plans and Testing (Section TP)	Required	Value Add
	<b>Proposer Response:</b>		
TP-011	<p><b>Maintenance and Support Plan</b>  The Toll System Provider shall provide a Joint Board-approved Maintenance and Support Plan <b>no later than 180 days after NTP</b>. The Maintenance and Support Plan shall describe how the Toll System Provider shall conduct preventative and corrective maintenance and support activities for the Roadside System and the BOS. The Maintenance and Support Plan shall describe preventative maintenance, corrective maintenance, Spare Parts and inventory management procedures and how Operations and Maintenance Work is managed for the System. While one plan is required, the Toll System Provider may submit a separate MSP for each functional area, for example there may be a Roadside System MSP and a BOS MSP as two separate plans. However, if more than one MSP is submitted, the MSPs shall demonstrate end to end coverage of the System. If the Toll System Provider has predictive maintenance activities this should also be described in the MSP, and the MSP shall address how the Toll System Provider shall meet all Performance Requirements, priority response and repair times for each item. The Toll System Provider shall include an organization chart and notifications for incidents as well a description of how MOMS is used to track incidents through resolution.</p>	X	
	<b>Proposer Response:</b>		
TP-012	<p><b>Transition Plan</b>  The Toll System Provider shall provide a Joint Board approved Transition Plan <b>no later than 180 days after NTP</b>. The Transition Plan shall describe how the System will be transitioned from test environments to production using the testing approach described in the Technical Requirements. Further the Transition Plan shall include all resources, scheduling and detailed step by step transition procedures for the overall System transition from test environments to production.</p>	X	
	<b>Proposer Response:</b>		
TP-013	<p><b>Third Party Manuals and Documentation</b>  The Toll System Provider shall provide and maintain standard, commercially available, updated documentation for third-party provided Hardware, Software, and services. This set of manuals shall be maintained on a Toll System Provider provided shared collaboration site (e.g. SharePoint, eRoom) and be available to the Joint Board <b>no later 180 days of NTP to review and download</b>. The Toll System Provider shall update these documents as required no less frequently than every 180 calendar days.</p>	X	
	<b>Proposer Response:</b>		
TP-014	<p><b>End of Contract Transition Plan</b>  The Toll System Provider shall provide a Joint Board approved End of Contract Transition Plan <b>at the completion of the System Acceptance Test</b>. This End of Contract Transition Plan shall address how the Toll System Provider will efficiently and seamlessly transition, without any disruption to users or the Joint Board, the operation and maintenance of all aspects of the System to another toll system provider or providers. The End of Contract Transition Plan is subject to Joint Board review and approval and shall be updated no less frequently than annually after approval. All updates are also subject to Joint Board review and approval. The End of Contract Transition Plan shall address the items described in Section 4.13 of the Agreement, and if the BOS and CSC services are provided at a commingled facility the End of Contract Transition Plan shall take into account special considerations related to the commingled facility.</p>	X	
	<b>Proposer Response:</b>		

Req ID	Plans and Testing (Section TP)	Required	Value Add
TP-015	<p><b>Business Rules and Operational Requirements (BROR)</b>            The Toll System Provider shall provide an initial BROR for the Project <b>no later than 90 days after NTP</b>. Once approved by the Joint Board, the Business Rules and Operational Requirements shall be attached to the Technical Requirements. The Business Rules and Operational Requirements <b>shall be updated 180 days prior to the Tolling Readiness Date and again 90 days after the System Acceptance Test is successfully completed</b>. The Business Rules and Operational Requirements shall be submitted to the Joint Board each time for review and approval. The Business Rules and Operational Requirements shall describe all Business Rules for the Operations and Maintenance Work for all components of the System, including any external systems used to operate and maintain the System.</p>	X	
	<p>Note: The Joint Board will make itself available to discuss the Business Rules with the TSP during the Business Rule development period.</p> <p><b>Proposer Response:</b></p>		
TP-016	<p><b>Monthly Project Management Report and Meeting</b>            Every month of the Contract Term, the Toll System Provider shall deliver a Monthly Project Management Report that describes the current status of the Project, current or new risks on the Project, a summary of work completed in the last 30 days and expected work to be completed in the next 30 days. The form of the Monthly Project Management Report shall be subject to the review and approval of the Joint Board. The Monthly Project Management Report shall also include an updated resource loaded GANTT schedule delivered in MS project and delivered in PDF. The Project schedule shall reflect current staff and progress measured against the baseline schedule. The Monthly Project Management Report shall highlight the Critical Path and near Critical Path items on the Project and the Toll System Provider's current plan to ensure no delays are incurred during the delivery. If the Toll System Provider is behind schedule or also upon the request of the Joint Board, the Toll System Provider shall provide a written corrective action plan that describes how and when the Toll System Provider will recover to meet the baseline approved Project schedule. Toll System Provider shall continuously monitor its compliance with this requirement commencing with Pre-Toll Operations, and report its compliance or noncompliance with this requirement each month in this Monthly Operations and Maintenance Report. <b>The Monthly Project Management Report and an updated Project Schedule shall be delivered at least 3 business days before the Project management review meeting with the Joint Board.</b>            The Toll System Provider Project Manager - Installation shall attend this meeting in person.</p>	X	
	<p><b>Proposer Response:</b></p>		
TP-017	<p><b>Quality Management Plan (QMP)</b>            The Toll System Provider shall provide a Joint Board approved Quality Management Plan <b>no later than 90 days after NTP</b>. The QMP shall be subject to the review and approval of the Joint Board and shall describe how the Toll System Provider manages the quality assurance and quality controls throughout the Contract Term. The QMP shall address verification and validation of changes including coordination with the change management plan, supply chain management including how all Suppliers and subcontractors are addressed in the delivery, operations and management of the TCS. The QMP shall address handling of materials, control of records on the Project, and how the Toll System Provider shall conduct audits to ensure the efficient and complete performance of the Work and other obligations of the TSP under the Contract.</p> <p>The Toll System Provider shall develop and maintain a quality assurance and quality control program to ensure compliance to all requirements and obligations in the Contract. The Toll System Provider QMP shall establish key performance measures, regular audits and reporting to ensure requirements compliance is repeatable and the customer experience is consistent and revenue collection is at the highest efficiencies possible. The quality assurance program shall be documented in the Quality Management Plan during delivery and shall be addressed in a quality assurance section to be included in the Monthly Project Management Report provided to the Joint Board.</p>	X	
	<p><b>Proposer Response:</b></p>		

Req ID	Plans and Testing (Section TP)	Required	Value Add
TP-018	<p><b>Configuration and Change Management Plan</b>            The Toll System Provider shall provide a Joint Board approved Configuration and Change Management plan <b>no later than 90 days after NTP</b>. The Configuration and Change Management Plan shall describe how the Toll System Provider identifies and manages change including the identification of a change control board to be used during the installation and configuration of the System as well as during operations. The Configuration and Change Management Plan will outline the process in which changes are identified, escalated and brought to the owner, process to notify the Joint Board of changes, and final resolution and tracking of changes throughout the TCS Operations and Maintenance Term.</p>	X	
	<p><b>Proposer Response:</b></p>		
TP-019	<p><b>Master Testing and Commissioning Plan</b>            The Toll System Provider shall provide a Joint Board-approved Master Testing and Commissioning Plan (MTCP) <b>no later than 90 after NTP</b>. The MTCP shall include a list of all of the testing including a description of each test, a sample and representative completed test procedure for the Project, roles and responsibilities for each test phase, the entry and exit criteria for each test including test environment for each test, a requirements traceability matrix used to verify the requirements and failure reporting, tracking and analysis. The MTCP shall be developed to satisfy the testing requirements as outlined below in Technical Requirements TP-020 thru TP-025 outlined below.</p>	X	
	<p><b>Proposer Response:</b></p>		
TP-020	<p><b>Baseline Test</b>            The Baseline Test will provide an initial validation of the System's compliance with the Technical Requirements. The Baseline Test is not intended to be a performance test but rather an initial component level and end to end functional test of the System. The Baseline Test Plan shall include component level testing for the following areas. In addition it shall demonstrate the end to end functionality of the System as it is available in its current state. External interfaces shall be used in all instances possible but simulated external interfaces or external interfaces may be used with Joint Board approval in this test phase. The Baseline Test shall be conducted at the Toll System Provider's test facility or factory environment. A simulated Roadside System or test facility may be used for the Baseline Test. The Baseline Test planning shall be an end to end view of all testing on the Project but the Baseline Test plan and procedures shall provide component level tests that exercise elements of each of the major functional systems below to demonstrate compliance with the Technical Requirements.</p> <p>The Baseline Test Plan shall, at a minimum, encompass the following areas:</p> <ol style="list-style-type: none"> <li>1. Roadside System Transaction creation, processing</li> <li>2. Roadside System degraded mode of operation and failure recovery</li> <li>3. System Monitoring (MOMS)</li> <li>4. Image Review</li> <li>5. IVR</li> <li>6. BOS ETC and Violations account management</li> <li>7. BOS, credit cards, Violations, collections and court processes</li> <li>8. Payment processes and exception management</li> <li>9. Toll Operations Center including all interfaces</li> <li>10. Payment processing for all available payment methods</li> <li>11. Customer Website</li> <li>12. Disaster recovery including failover of the BOS and CSC.</li> </ol> <p>This test must be successfully completed by the Toll System Provider and approved by the Joint Board before continuing to the next phase of testing.</p>	X	

Req ID	Plans and Testing (Section TP)	Required	Value Add
	<p><b>Proposer Response:</b></p>		
TP-021	<p><b>Pre-Production Controlled Test</b>  The Pre-Production Controlled Test shall occur after the configuration of the external interfaces and Business Rules for the TCS. The same test procedures may be used for the Pre-Production Controlled Test as are used in the Baseline Test, and the Pre-Production Controlled Test shall be conducted at the Toll System Provider's test facility. With the exception of the Roadside System at the Project Sites, the Pre-Production Controlled Test shall use the configured interfaces for the System. The Pre-Production Controlled Test as it relates to the Roadside System shall reflect the System intended to be installed on the Project but shall be connected to the Toll System Provider's test facility. Vehicles shall be run at speeds from 0 MPH to 65 MPH at the test facility to conduct the Pre-Production Controlled Test. A minimum of four Equipment Lanes shall be configured to conduct this test. It is also understood that the network connections may be different than the network planned for the Project but all interfaces shall be configured to operate in near-real-time as close to a production environment of the Project as possible. To allow for integration of the Roadside System to the ETC equipment, use of a single ETC reader integrated with the Roadside System is anticipated for the Baseline Test.</p> <p>This test must be successfully completed by the Toll System Provider and approved by the Joint Board before continuing to the next phase of testing.</p>	X	
	<p><b>Proposer Response:</b></p>		
TP-022	<p><b>BOS Production Readiness Test</b>  The BOS Production Readiness Test shall be the same as the Pre-Production Controlled Test as it relates to the BOS, but shall be conducted with all final components required for revenue service. No simulated interfaces may be used in the BOS Production Readiness Test, except those simulating roadside Transactions. The same test procedures used for the Baseline Test shall be used for the BOS Production Readiness Test, but without the use of simulators.</p> <p>The BOS Production Readiness Test shall verify that the following conditions are met:</p> <ul style="list-style-type: none"> <li>• The BOS is available and functioning properly, including BOS Hardware and network communications, and each component of the BOS is available to collect revenue, receive information from the Roadside System, process information and Transactions correctly and provide customer service operations.</li> <li>• Transactions successfully processed through the BOS and then successfully moved to the appropriate Transaction route in the BOS solution. The routes the Transactions may take, shall result in a rate assignment for each Transaction and association of the correct customer account for that Transaction, or the BOS shall send the Transaction through the video process to either associate with a known account or proceed to identify the Transaction to an appropriate vehicle owner. The distribution of Transaction types will be agreed upon by the Toll System Provider and the Joint Board.</li> <li>• The methodology pursuant to which the Toll System Provider shall report upon its compliance with the SLAs has been approved by the Joint Board.</li> <li>• BOS-related network communications have been tested and are successfully operating.</li> <li>• All required interfaces and file transfers have been tested and are successfully operating for required interfaces, including interoperable interfaces.</li> <li>• The CSC must be open and operational and able to provide all customer service functions as required in Section CS of the Technical Requirements. The test shall demonstrate that the IVR and Customer Website are operational and comply with Business Rules and PCI DSS compliance rules and regulations. All cash handling operations must be verified and ensure compliance with all rules and regulations as well as all other payment processing procedures.</li> <li>• All Correspondence capabilities shall be reviewed, verified and validated, including the: <ul style="list-style-type: none"> <li>○ Ability to process all types of invoices including pay-by-plate, Violations, collections and final collection,</li> <li>○ Ability to process Violations through court documentation preparation and procedures,</li> <li>○ Ability to process Customer Website Correspondence,</li> <li>○ Ability to process different types of Transactions, payments, and Violations through the IVR, and validate the IVR system, and</li> <li>○ Ability to meet all deadlines and response times established in the Contract Documents and Business Rules.</li> </ul> </li> </ul>	X	



Req ID	Plans and Testing (Section TP)	Required	Value Add
	<ul style="list-style-type: none"> <li>All TCS reporting and monitoring are operational and have begun to collect data from different components of the TCS. Report formatting and report generation are complete. Typical responses to system incidents have been outlined and tested.</li> <li>Media data submission and reporting have been developed and approved by the Joint Board for daily, weekly and monthly submissions.</li> </ul> <p>This test must be successfully completed by the Toll System Provider and approved by the Joint Board before continuing to the next phase of testing.</p>		
	<p><b>Proposer Response:</b></p>		
TP-023	<p><b>System Production Readiness Test</b></p> <p>The System Production Readiness Test shall be the same as the Pre-Production Controlled Test but shall be conducted with all final components required for revenue service and using the Project Toll Zones and vehicles and customer accounts at the LSIORB Project Toll Zones in Kentucky or Indiana. No simulated interfaces may be used in the System Production Readiness Test. The same test procedures used for the Baseline Test may be used for the System Production Readiness Test, but without the use of simulators. This test shall be conducted for the Temporary Downtown Traffic Configuration, East End Bridge, and the Final Downtown Traffic Configuration.</p> <p>The System Production Readiness Test shall be performed prior to live traffic conditions to verify that the System is ready to open to traffic and verify preparedness for toll collection activities. The TCS is considered ready to open to traffic and able to collect revenue when the following conditions are met:</p> <ul style="list-style-type: none"> <li>The TCS is available and functioning properly, including System Hardware and network communications, and each component of the TCS is available to collect revenue, receive information from the Roadside System, process information/Transactions correctly and provide customer service operations.</li> <li>The System is able to successfully identify from the Roadside System equipment that a Transaction has occurred through either Transponder identification or license plate identification. The Transaction should successfully process through the Roadside System and then successfully move to the appropriate Transaction route in the BOS solution and the TOC. The route the Transactions may take are varied depending upon the System but should result in a rate assignment for each Transaction, associate the correct customer account for that Transaction, or the System shall send the Transaction through the OCR process to either associate with a known account or proceed to identify the Transaction to an appropriate vehicle owner. The System shall be capable of performing these functions for 1100 Transactions of varying types encompassing all Transaction types prior to Tolling Readiness. The distribution of Transaction types will be agreed upon by the Toll System Provider and the Joint Board.</li> </ul> <p>The Toll System Provider is prepared to collect data per the agreed upon methodology upon Revenue Service. The methodology to measure SLAs has been established, the methodology to report Performance Requirements and the reporting tools and medium has been agreed upon by the Joint Board and the Toll System Provider</p> <p>Network communications have been tested and are successfully operating.</p> <p>All required interfaces and file transfers have been tested and are successfully operating for required interfaces, including interoperable interfaces.</p> <p>This test must be successfully completed by the Toll System Provider and approved by the Joint Board before continuing to the next phase of testing.</p>	X	
	<p><b>Proposer Response:</b></p>		

Req ID	Plans and Testing (Section TP)	Required	Value Add
TP-024	<p><b>Operations Tests</b>  The Toll System Provider shall conduct four Operations Tests: i) a BOS, CSC, TOC operations test, ii) Temporary Downtown Traffic Configuration iii) East End Bridge, and the iv) Final Downtown Traffic Configuration. Each Operations Test shall be a live Operations Test of the System using controlled and live test vehicles and accounts to demonstrate that the TCS operates within the approved Business Rules and Technical Requirements. The Toll System Provider shall conduct this operations test for a minimum of 120 days after the commencement of Revenue Service for each Bridge including the BOS. The Operations Test for the BOS, CSC, and TOC shall be conducted after the first bridge commences Revenue Service. The Operations Tests shall verify the following elements on a weekly basis be submitted no more than 2 business days after the conduct of the test.</p> <p>The Operations Test requirements shall be addressed in the MTCP but should include the following at a minimum:</p> <ol style="list-style-type: none"> <li>1. ETC and Image Transaction Creation and flow and posting to all 10 test accounts and trace Transactions in at least 10 production accounts selected by the States' Parties to ensure Transactions are created, posted and processed according to requirements.</li> <li>2. Test IVR to make payments, and exercise the IVR tree to ensure information is available to the customer per the specified Business Rules.</li> <li>3. Test Customer Website to validate invoice information is available and makes payments and validate that the website is available and operating in accordance with the Business Rules and requirements.</li> <li>4. Validate payment processing for credit cards, checks, retail centers, and lockbox posting.</li> <li>5. Validate Violation escalations, invoice information presented on the account, escalation to collections and court. The escalation configurable periods used for collections and court may be manually adjusted but the escalated configurable periods for Customer Statements must use the configured production System times.</li> <li>6. Confirm all payments and Transactions for test accounts and selected production accounts are reflected properly in the financial reports and any financial records transmitted to the accounting system provided by others.</li> <li>7. Confirm all interoperable accounts and Transactions are posting in accordance with E-ZPass rules and funds are reconciled within the TCS.</li> <li>8. Monitor and record all incidents, and report all priority 1 incidents to the Joint Board with resolution plan including a root cause analysis.</li> </ol> <p>This test must be successfully completed by the Toll System Provider and approved by the Joint Board before continuing to the next phase of testing.</p>	X	
	<p><b>Proposer Response:</b></p>		
TP-025	<p><b>System Acceptance Test (SAT)</b>  The System Acceptance Test will be performed in live traffic conditions after all the Bridges have been opened for Revenue Service. SAT will be performed to ensure that the TCS functions as required by the Technical Requirements, the Guaranteed Performance Requirements as provided in Exhibit N of the Agreement, and all other requirements of the Contract Documents. The purpose of the SAT is to validate that the Roadside System equipment identifies the Traffic Transactions properly and collects the appropriate data, the BOS solution successfully processes that data, and the customer service operations perform as required to support the needs of the toll patrons while supporting maximum revenue collection with minimum leakage at the required service levels. SAT will be performed after numerous component tests occur as listed in TP 020-025 of the Technical Requirements (Appendix C). SAT will verify that the overall TCS, including Hardware and Software, performs at the required service levels and at the required throughput.</p> <p>In order for SAT to be requested and agreed upon by the Joint Board, SAT will be performed after all outstanding trouble tickets other than those with respect to immaterial items that don't affect System functionality have been resolved; all prior operational component testing is complete as outlined in Technical Requirements TP-020, TP-021, TP-022, TP-023, and TP-024 and accepted; and an established methodologies have been utilized for a first collection of the data required to measure compliance with Performance Requirements. SAT testing will occur after the completion of the Operations Tests and will run for a period of 48 hours of roadside traffic operations and for a period of 60 days for all TCS components and operations.</p> <p>SAT will verify that:</p>	X	

Req ID	Plans and Testing (Section TP)	Required	Value Add
	<ul style="list-style-type: none"> <li>• Each component of the TCS is available and performing to the required Performance Requirements in TR Section PR</li> <li>• All processes and work flows will be verified including but not limited to WF-001 through WF-016.</li> <li>• Ensure compliance with all Business Rules.</li> <li>• System network and system architecture requirements have been successfully implemented, completed, tested, verified, validated and performing and are available for use by the Joint Board's TCS. Test and verify timeliness of response to potential network and communications failure.</li> <li>• Test the disaster recovery systems and test the Disaster Recovery System Plan.</li> <li>• Ensure Transaction record accuracy has been achieved at all Toll Zones. Traffic Transactions and Event Transactions from each Toll Zone will be reviewed, verified and followed to each end state of the Transaction.</li> <li>• BOS requirements have been successfully implemented, completed, tested, verified, validated and are performing and available for use by the Joint Board's TCS through account sampling, setup, verification, and validation.</li> <li>• Toll Operations Center and system monitoring have been successfully implemented, completed, tested, verified, validated and are performing and available for use by the Joint Board's TCS. Test system messaging and response times to different message types and ensure timeliness and responsiveness of operation and maintenance staff.</li> <li>• All Correspondence capabilities will be reviewed, verified and validated including the ability to process all types of invoicing including registered and unregistered license plate accounts, Violations, collections and final collection process through court documentation preparation and procedures;</li> <li>• Ability to process Customer Website Correspondence, and the ability to process different types of Transactions by IVR, process payments, process Violations and validate the IVR system.</li> </ul>		
	<p>CSC operations will be fully reviewed to ensure all SLAs are met including all requirements as outlined in Section CS of the Technical Requirements including the additional items below: 1) Verification of live call handling by CSRs, 2) Secret shopping to the Walk-up Centers and remote operations (if implemented), 3) Random spot check and review of lockbox and lockbox compliance with operational procedures and 4) Confirm and test money handling procedures at each retail location and/or remote locations (if applicable).</p> <p>The SAT will also verify the following:</p> <ol style="list-style-type: none"> <li>1. Review HR policies and HR procedures of all staff on the TCS team to ensure the policies and procedures are followed in accordance with the Joint Board approved Toll System Provider policy.</li> <li>2. Confirm that all transfers of files and interfaces to all outside systems are tested, validated and are functioning according to requirements. Process file transfer in near-real-time and verify transfer of data with outside interfaces</li> <li>3. Financial transfers of funds are occurring timely with maximum availability of cash funds to the Joint Board on a daily basis with concise, timely, and precise reconciliation of all funds, accounts, sub ledgers, etc.</li> <li>4. Confirm that all interoperable accounts are handled and processed in a timely manner and ensure all interoperable Transactions are processed according to each interoperable agency's agreed upon Business Rules and operational agreements. 100 interoperable Transactions will be traced and verified and validated throughout the TCS to final financial reconciliation from each interoperable agency.</li> </ol> <p>The SAT must be successfully completed by the Toll System Provider and Approved by the Joint Board before being granted Final System Acceptance</p>		

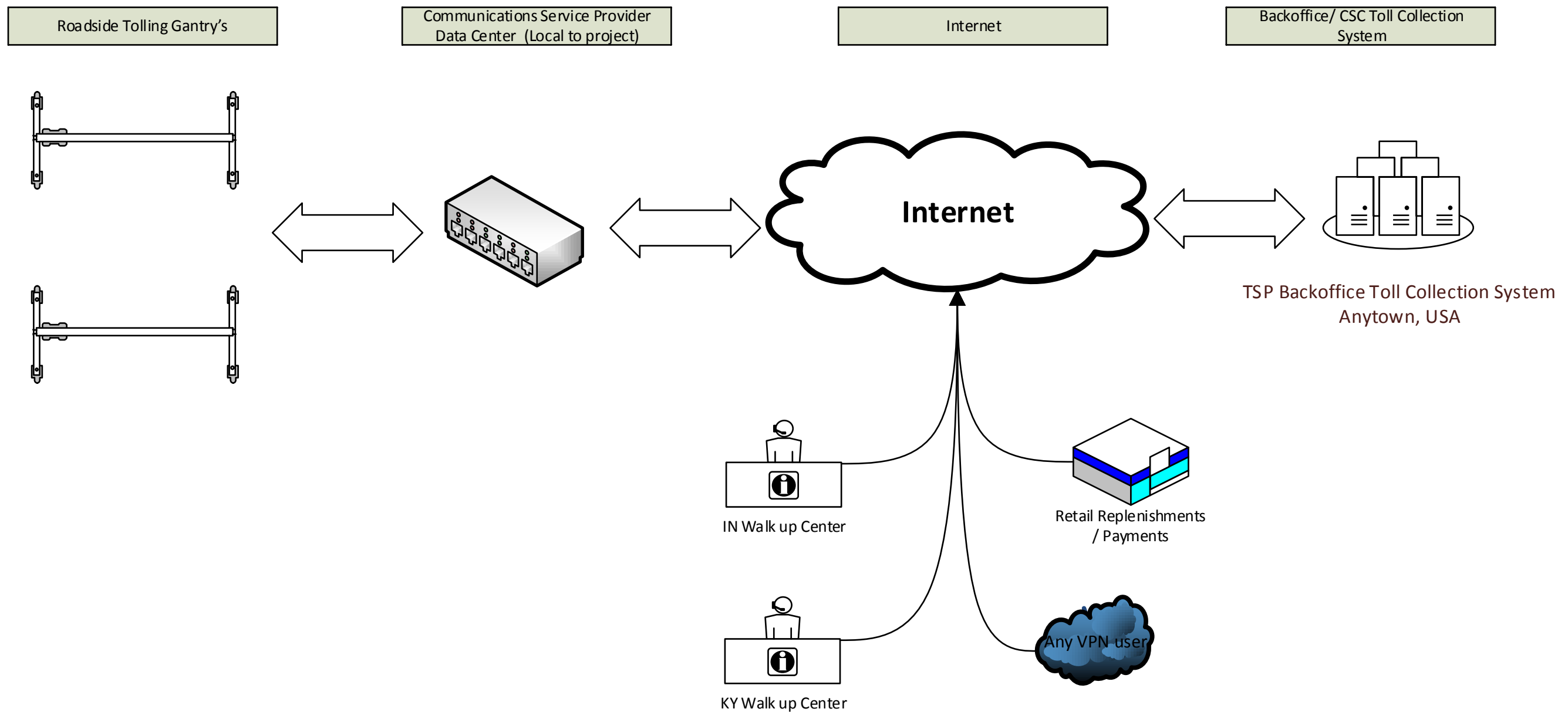


Req ID	Plans and Testing (Section TP)	Required	Value Add
	<b>Proposer Response:</b>		
TP-026	<b>Document Reviews</b> The Toll System Provider shall plan for 2 document reviews for submittals and allow for 10 day review cycles by the Joint Board for all documents submitted for Joint Board Review and approval. No new comments are expected after the second cycle but additional review cycles may be required if the Joint Board's comments are not addressed in the first two review cycles to the Joint Board's satisfaction. All documents shall be provided in PDF and native versions including MS Office, AutoCAD, Visio or other similar products.	X	
	<b>Proposer Response:</b>		
TP-027	<b>Maintenance of Traffic Plan</b> The Toll System Provider shall be responsible for the planning and implementation and removal of lane closures for toll equipment preventative or emergency maintenance. The Toll System Provider shall utilize the most current state traffic control plans and standards applicable to the Toll Zone. The Toll System Provider shall request lane closures in writing and accordance with the applicable state policy. Any preventative maintenance lane closures must be requested in writing at least 14 calendar days in advance. Emergency lane closures shall be requested with 12 hours prior written notice. Notice of any immediate lane closures shall be communicated to the Joint Board representative via phone and email as soon as possible. The Toll System Provider shall include a unit price for each of the traffic control configurations outlined in the price proposal. The Joint Board will reimburse the Toll System Provider for each authorized lane closure required during installation and maintenance of traffic, excluding closures in excess of the limited number of hours established by the Contract for maintenance, unless the reason for closure was outside the Toll System Provider's control.	X	
	<b>Proposer Response:</b>		
TP-028	<b>Incident Management Coordination</b> States' Parties have two separate, but coordinated traffic management centers (TMC) to manage traffic incidents in each respective state and jointly coordinate incidents that impact both states. INDOT has a state operated traffic management center and KYTC contracts its traffic management services through TRIMARC in the Louisville Metropolitan area. It is anticipated that the designated Traffic Management Centers in KY or IN will notify the Toll System Provider by email and phone of incidents that occur that may impact tolling which may or may not require suspension. INDOT and KYTC TMC's are responsible for all incident management and will notify the Toll System Provider of any incidents within proximity of the Toll Zone by email. The Toll System Provider shall establish, maintain and support a dedicated phone line and maintain the phone system used for coordination with the traffic management centers. This phone number shall be a toll free number and shall be established at least 9 months prior to Tolling Readiness Date. No system to system integration or interface is required for the TMC. Phone, email and one way really simple syndication feeds shall be configured for the TMC operations.	X	
	<b>Proposer Response:</b>		
TP-029	<b>CSC Operations Plan (separate from BOS)</b> The Toll System Provider shall provide a Security and Access Control Plan for CSC, Lockbox Operation Staffing and Operational Plan, Training Program for CSC staffing, Organizational Chart for all staffing of CSC, Employment Policy for CSC employees and HR Policy and HR Benefits plan <b>no later than 180 days after NTP.</b> It is intended that the Toll System Provider provide these plans for the Joint Board review. No approval or comments are anticipated. However, due to federal requirements and funding on the Project, the Joint Board may provide comments on elements that are applicable to federal or state law.	X	
	<b>Proposer Response:</b>		
TP-030	<b>Walk-up Center Build out Plan</b> The Toll System Provider shall provide a Walk-up Center Plan <b>no later than 90 days after NTP.</b> This Walk-up Center Plan shall identify the overall scope and	X	

Req ID	Plans and Testing (Section TP)	Required	Value Add
	construction and operational opening schedule for the Walk-up Centers as well as lease information, layout functions and deployment approach, and required marketing information needed from the Joint Board.		
	<b>Proposer Response:</b>		
TP-031	<p><b>Monthly Operations and Maintenance Report</b>  Monthly O&amp;M Performance Report that accurately describes the actual System performance as measured against the Performance Requirements section <b>shall be submitted in writing to the Joint Board each month no later than the 7th business day of the month.</b> If there is a deviation from the approved Performance Requirements agreements, the Toll System Provider shall identify a corrective action plan for all deviations. The Monthly O&amp;M Performance Report shall also include the inventory levels and performance of all equipment in the TCS. The first Monthly O &amp;M Performance Report shall be delivered 30 days after commencement of the Pre-Toll Operations. The Monthly O&amp;M Performance Report also shall include a statement of the number and type of accounts serviced during such month and the associated staffing levels for each account type during this reporting period. For non-ETC accounts, the Monthly O&amp;M Performance Report shall identify the number of accounts and full time equivalent staff that were serviced for all Customer Statements in each of the following statuses: 1) invoices, 2) Violations, and 3) Collection Status Violations (stated in total and separately for each state). The Toll System Provider shall also indicate the number of accounts and full time equivalent staff used for administrative hearings, and those accounts that were sent to court during the monthly reporting period. The Monthly O&amp;M Performance Report shall specify for each Customer Statement status the number of accounts in such status during the reporting period and the corresponding full time equivalent staff associated with each status on a monthly basis.</p>	X	
	<b>Proposer Response:</b>		
TP-032	<p><b>Access to TSP Facilities</b>  The Joint Board's Designated Representatives shall have access to the Toll System Provider's facilities and personnel at all times. The TSP shall provide an office for 2 people at the CSC for the Joint Board's use at any time. This office shall include a network workstation, phone and location for a member of the Joint Board's team to remain on site 100% of their time, if desired by the Joint Board.</p>	X	
	<b>Proposer Response:</b>		
TP-033	<p><b>Disaster Recovery System Plan</b>  The Toll System Provider shall provide a TCS Disaster Recovery System Plan and subsequent disaster recovery procedures for the TCS and CSC, which shall be reviewed and approved by the Joint Board <b>no later than 180 days after NTP.</b> The TCS Disaster Recovery System Plan shall include a description of each system along with a description of how each system in the TCS will be recovered. This plan shall describe all resources required to recover each system to operations. The Disaster Recovery System Plan shall also describe any single failure points in the System and the Toll System Provider's plan to recover the System.</p>	X	
	<b>Proposer Response:</b>		

**Attachment C-1 - Network system architecture**

The proposed network TCS architecture is depicted in the diagram below. The Roadside Toll Zone will connect to a local data center via a point to point network (Layer 2 or 3 solution) that has access to communication service provider's facilities to connect the Roadside System to the BOS. The Toll System Provider is responsible for the local area network at the Toll Zone and Proposer shall include all costs associated with this work in its Price Proposal. The Toll System Provider is responsible for contracting with a communication service provider that is responsible to connect the network to an existing backbone and bring the network to an existing data center to then be made available on a leased line to be connected to a BOS solution which will be handled as a Pass-Through Cost Item. Segment 1 below is defined as the network between the roadside Toll Zone and the communications service provider's data center. Segment 2 below is defined as the network between the communication service provider to the Internet to the BOS and CSC of the TCS. The Toll System Provider is responsible for all installation/setup of the network at the Toll Gantries and at the BOS/CSC. The cost of the installation/setup shall be included in the Contract Price.

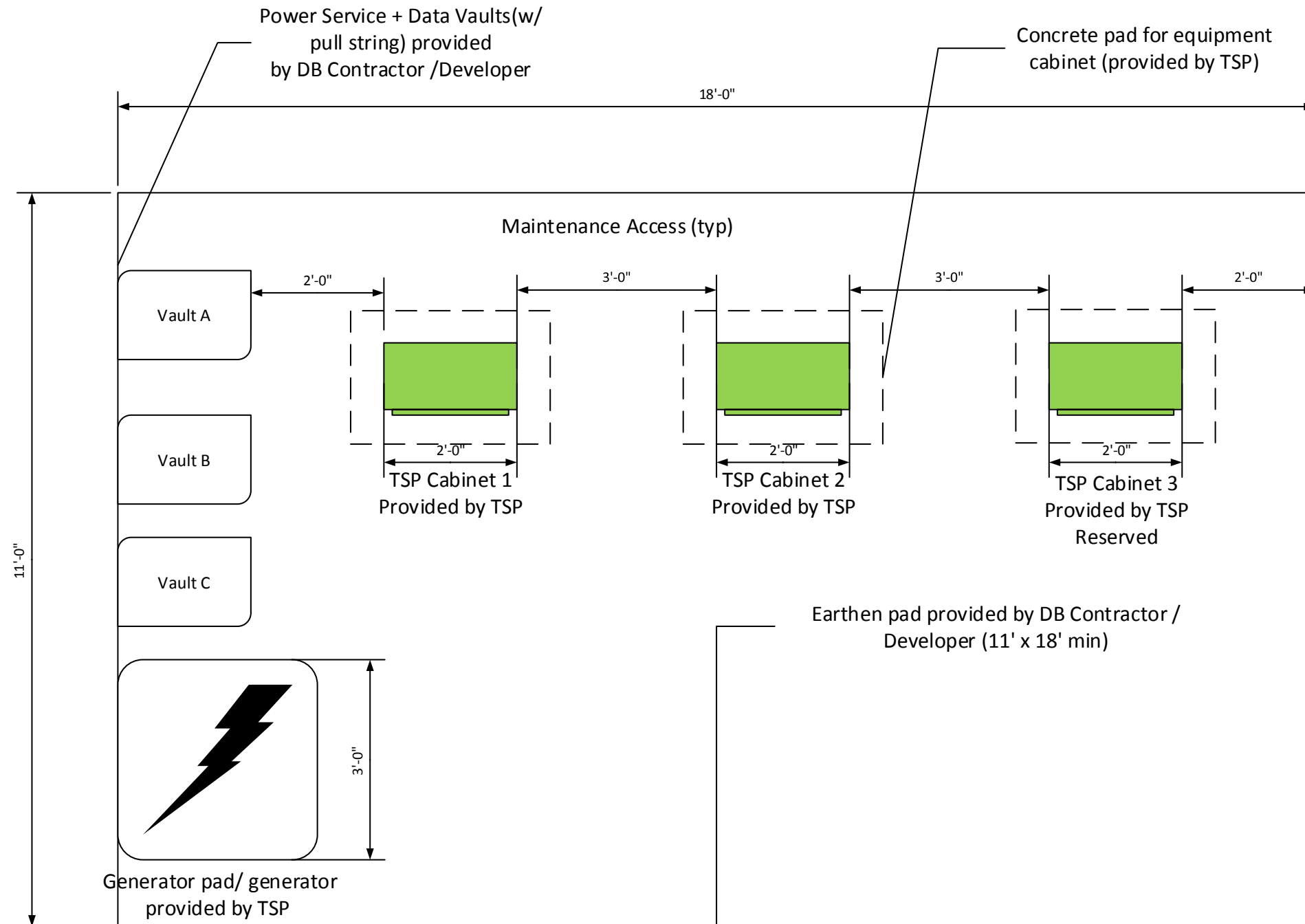


ATTACHMENT C-2 - TOLL EQUIPMENT SITE PLAN

**LSIORB Project - Toll Equipment Area – Proposed Equipment layout**

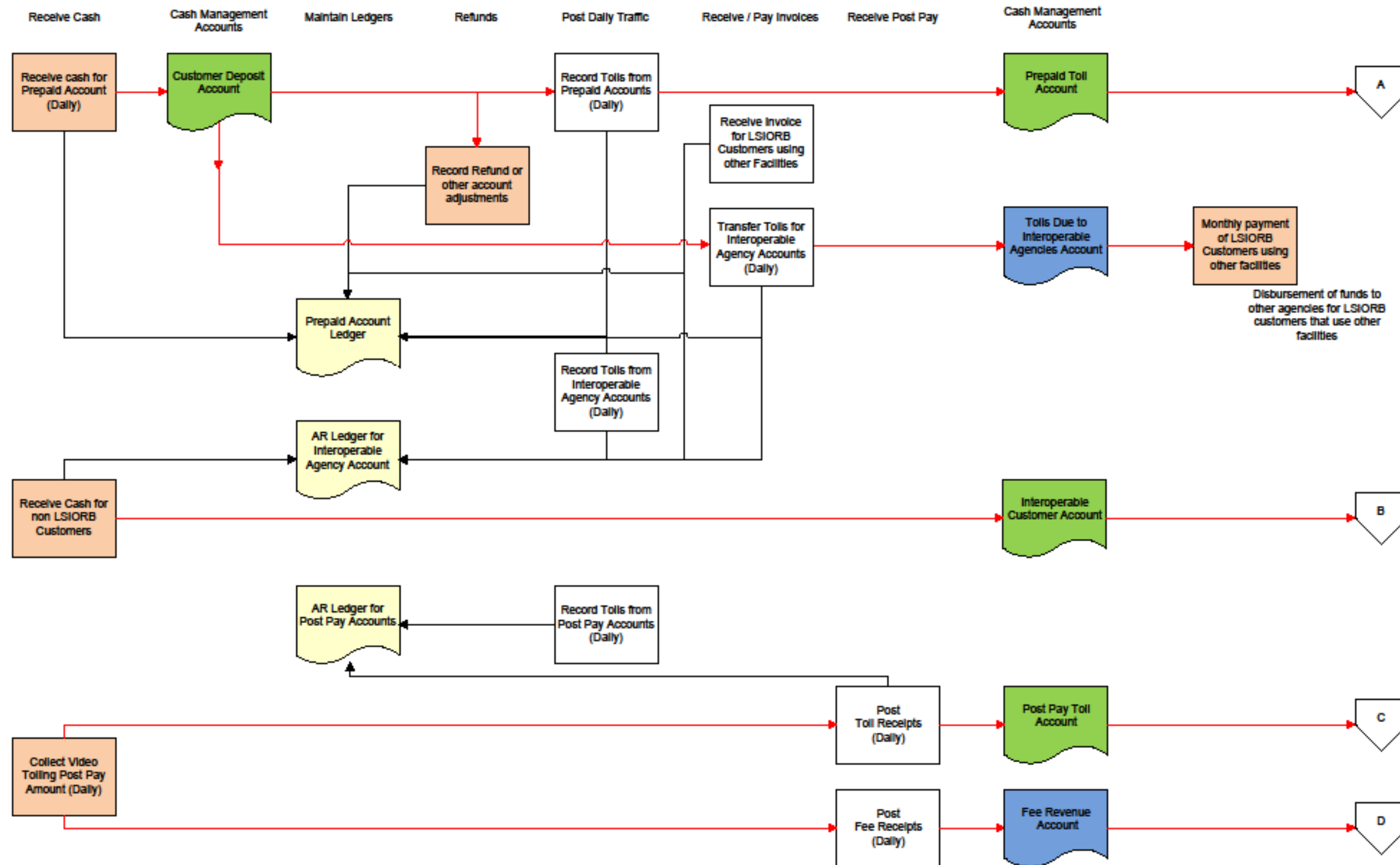
Note: DB Contractor (Downtown Crossing) and Developer(East End) provide vaults and earth pad for TSP to provide equipment and run conduits to cabinets.

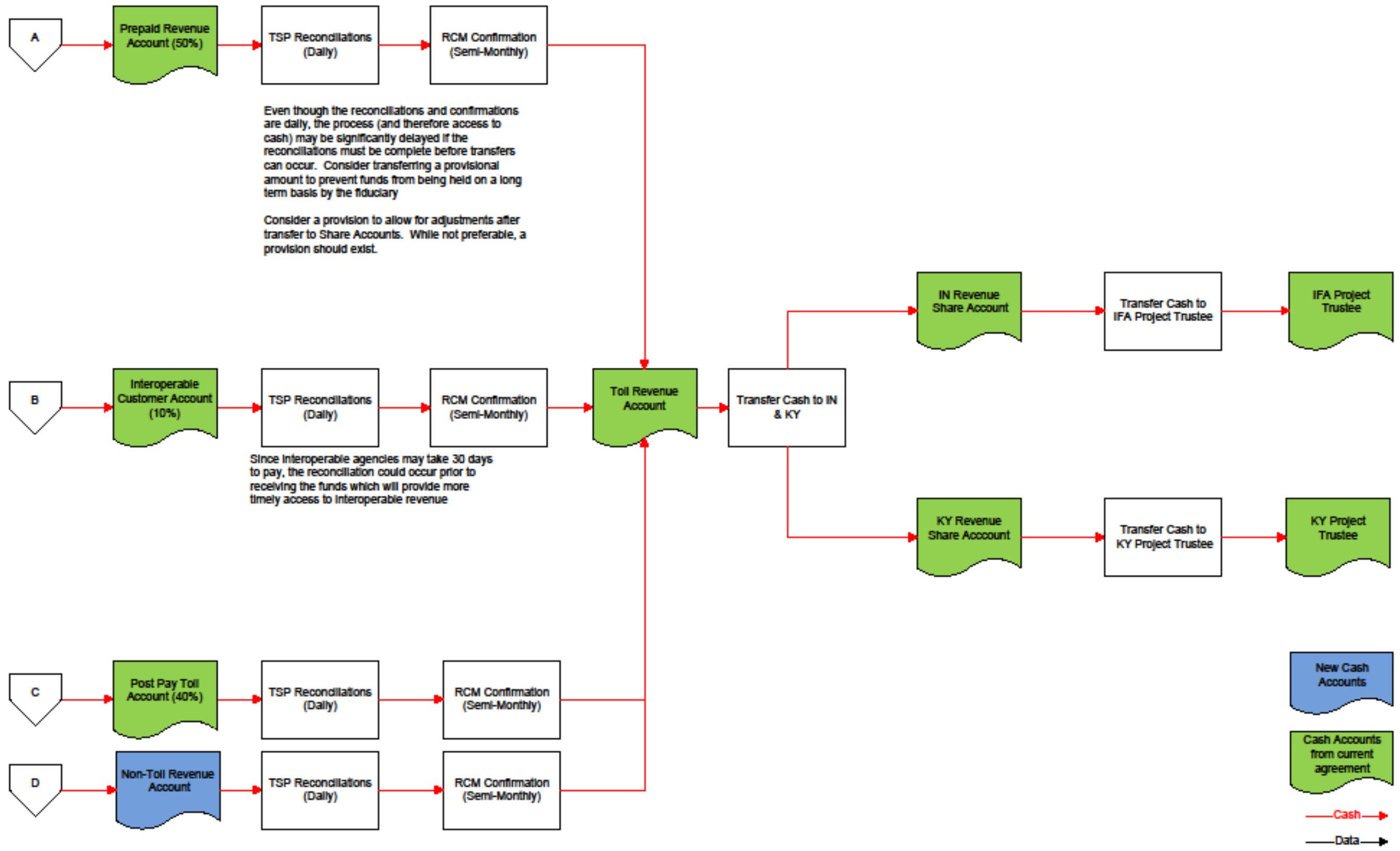
**DRAFT – for discussion only not for construction**



Attachment C-3 - Flow of Funds

Appendix A – Reconciliation Process Flow






#### **Attachment C-4 Changeable Message Panel**

The Toll System Provider shall provide LED panels and associated controller and controller cabinet for the Toll Rate Sign below. The Toll Rate sign structure and sign panel will be provided by others. The panel shall be an illuminated module placed in a cutout portion of the sign. The panel will require power and a communication element is required for remote control of the sign. A secure commercial wireless modem is acceptable for communications. A commercial power source will be provided by others and available within 100 feet of the Changeable Message Sign with an empty conduit run from the power source to the sign. The approximate toll bridge sign including logos(provided by others) size is 27 feet by 16 feet when changeable message panels (Provided by TSP) are used (this assumes a 15-inch display of rate amounts within the panels). Panel display is an assembly of a 35x7 matrix of light emitting diodes (LEDs).

The Toll System Provider shall also provide a PTZ CCTV camera and associated enclosure and wireless communications for the Toll System Provider to monitor and confirm the correct rates on the Toll Rate Sign. A pole within 50 feet, conduit and power source (may be the same as Toll Rate Sign) will be provided by others.

A list of the Toll Rate Signs and anticipated locations for the LSIORB Project are listed below: Roadway Type	Project Section	Project Station	Sign Reference Number	Comments
I-71 SB Mainline	1	Just East of Beargrass Creek Need stationing.	Not assigned	M.P. 0.45
I-64 WB Mainline	1	Between Mellwood & Story Just North of Bridge A039 Need stationing.	Not assigned	M.P. 3.02EB
I-64 EB Mainline	1	TBD 9 <sup>th</sup> Street Bridge/Ramp or Belvedere Need stationing.	Not assigned	M.P. 6.63EB (M.P. 6.35WB)
I-65 NB Mainline	1	Between Caldwell & Breckenridge	Not assigned	M.P. 134.90
I-65 SB Mainline	3	137+00	IGDO-30	M.P 0.69 (+386')
I-65 SB Mainline	3	217+10	IGDO-31	M.P. 2.20 (+220')
KY-841 NB Mainline	4	56+00	OSS-4	M.P. 36.00
I-265 SB Mainline	6	347+00	Not assigned	M.P. 10.38

## TOLL BRIDGE



**PAY-BY-MAIL**

\*\*

*	<b>\$ 2.00</b>	<b>\$ 3.00</b>
*	<b>\$ 5.00</b>	<b>\$ 6.00</b>
*	<b>\$10.00</b>	<b>\$11.00</b>



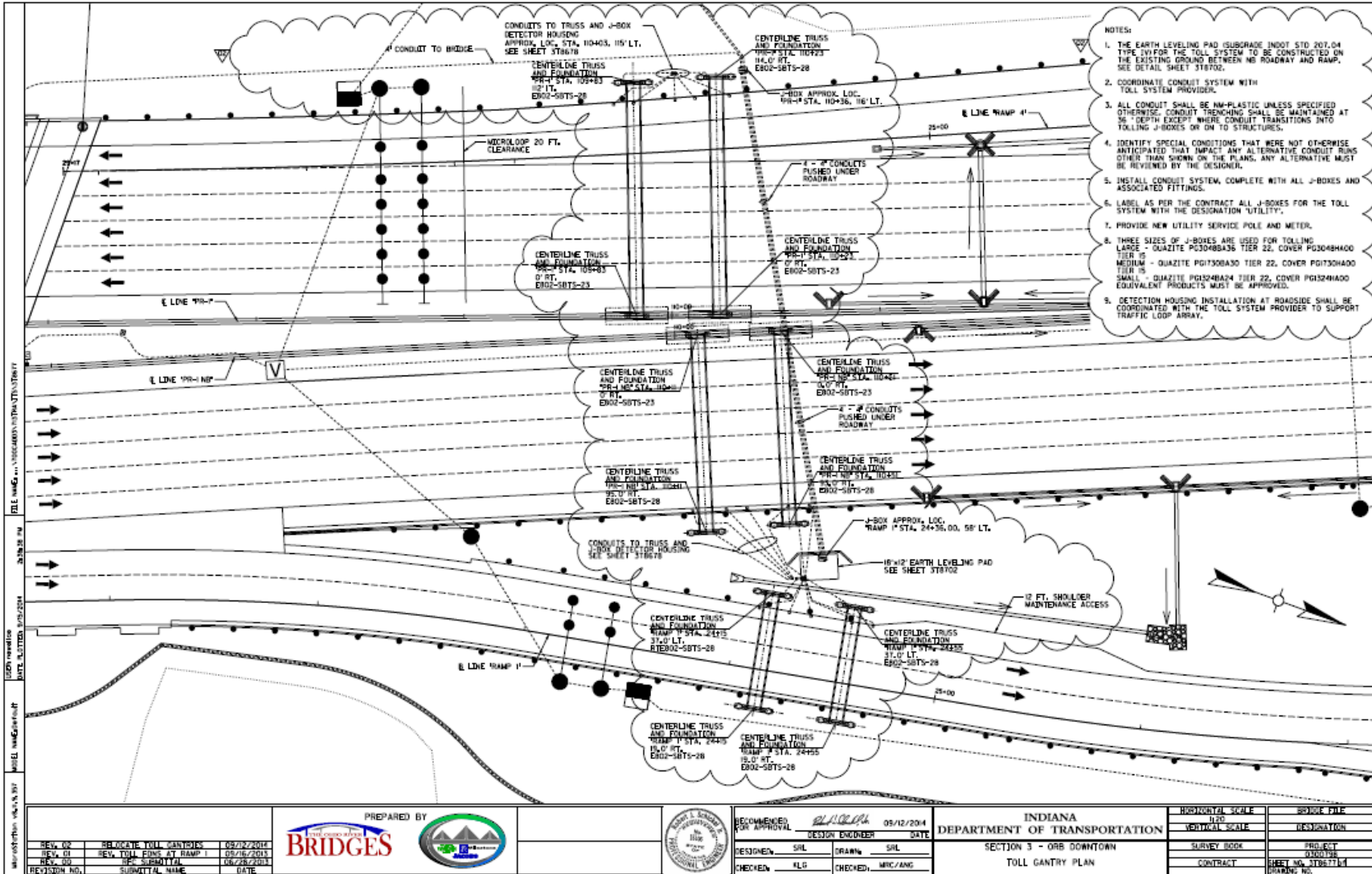
\* Reserved space for axle designation or shaped based designation as noted in the figures below.

\*\* Reserve a block sized 78 inches by 24 inches for local branding pictograph of toll collection. Pictograph has not been designed at this time.

**Attachment C-5 - Roadside System Site Plans – THE MEASUREMENTS, LOCATIONS AND DIMENSIONS ON THE FOLLOWING DRAWINGS ARE APPROXIMATIONS ONLY AND SUCH MEASUREMENTS, LOCATIONS AND DIMENSIONS MAY NOT BE ACCURATE AND COMPLETE AND MAY NOT BE RELIED UPON.**

**Note: For the purpose of the drawings identified in Attachment C-5, TSI or Toll System Integrator shall mean Toll System Provider.**

# Downtown Crossing Project Sheet 1 of 2



REV. NO.	BRIDGE TOLL GANTRY	09/12/2014
REV. 01	REV. TOLL FENS AT RAMP 1	09/16/2014
REV. 02	REV. SURVEY	08/28/2013
REVISION NO.	SUBMITTAL NAME	DATE

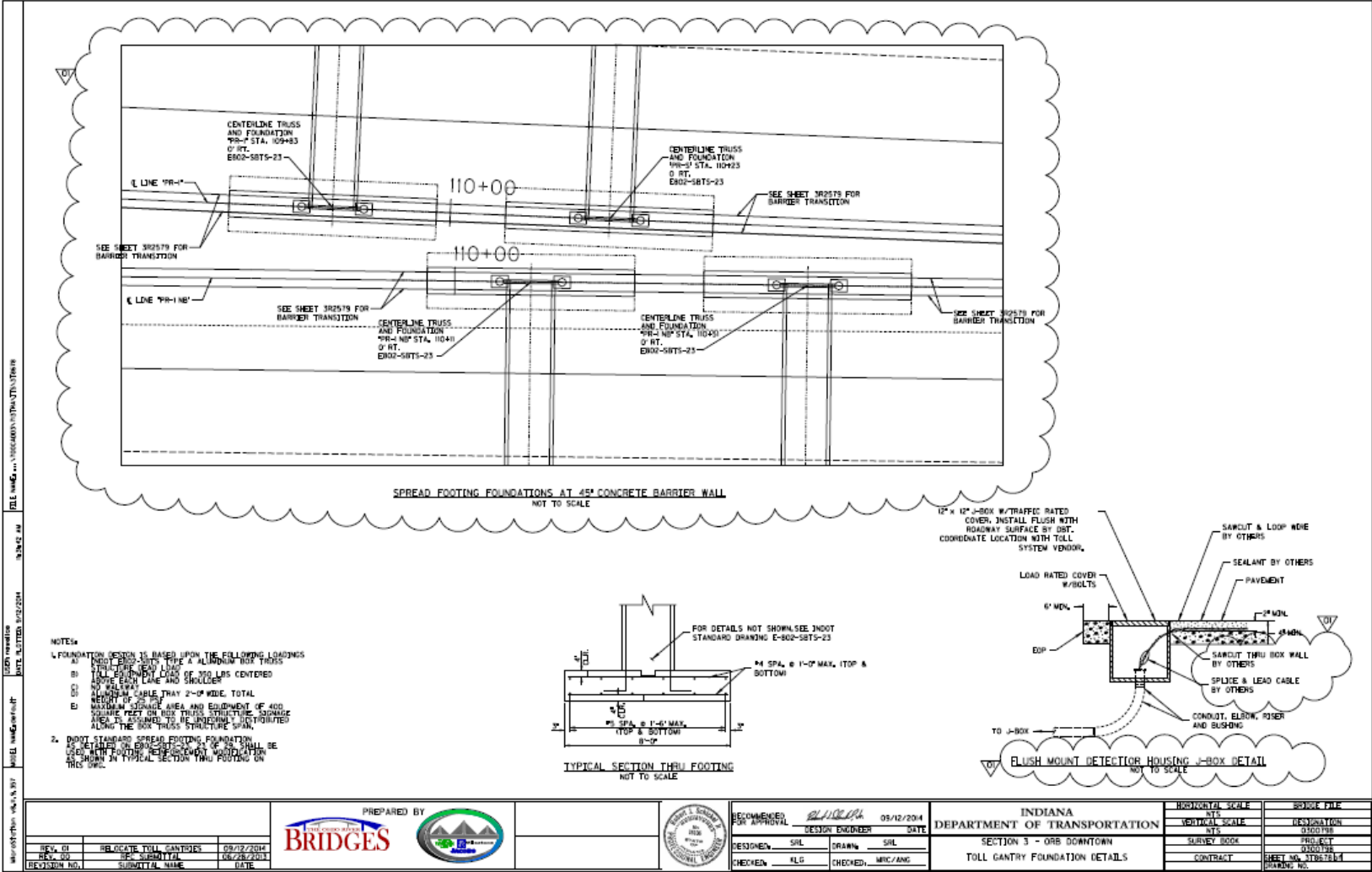
PREPARED BY

RECOMMENDED FOR APPROVAL	<i>[Signature]</i>	09/12/2014
DESIGN ENGINEER		DATE
DESIGNED	SRL	DRAWN
CHECKED	MLG	CHECKED

INDIANA DEPARTMENT OF TRANSPORTATION  
SECTION 3 - ORB DOWNTOWN  
TOLL GANTRY PLAN

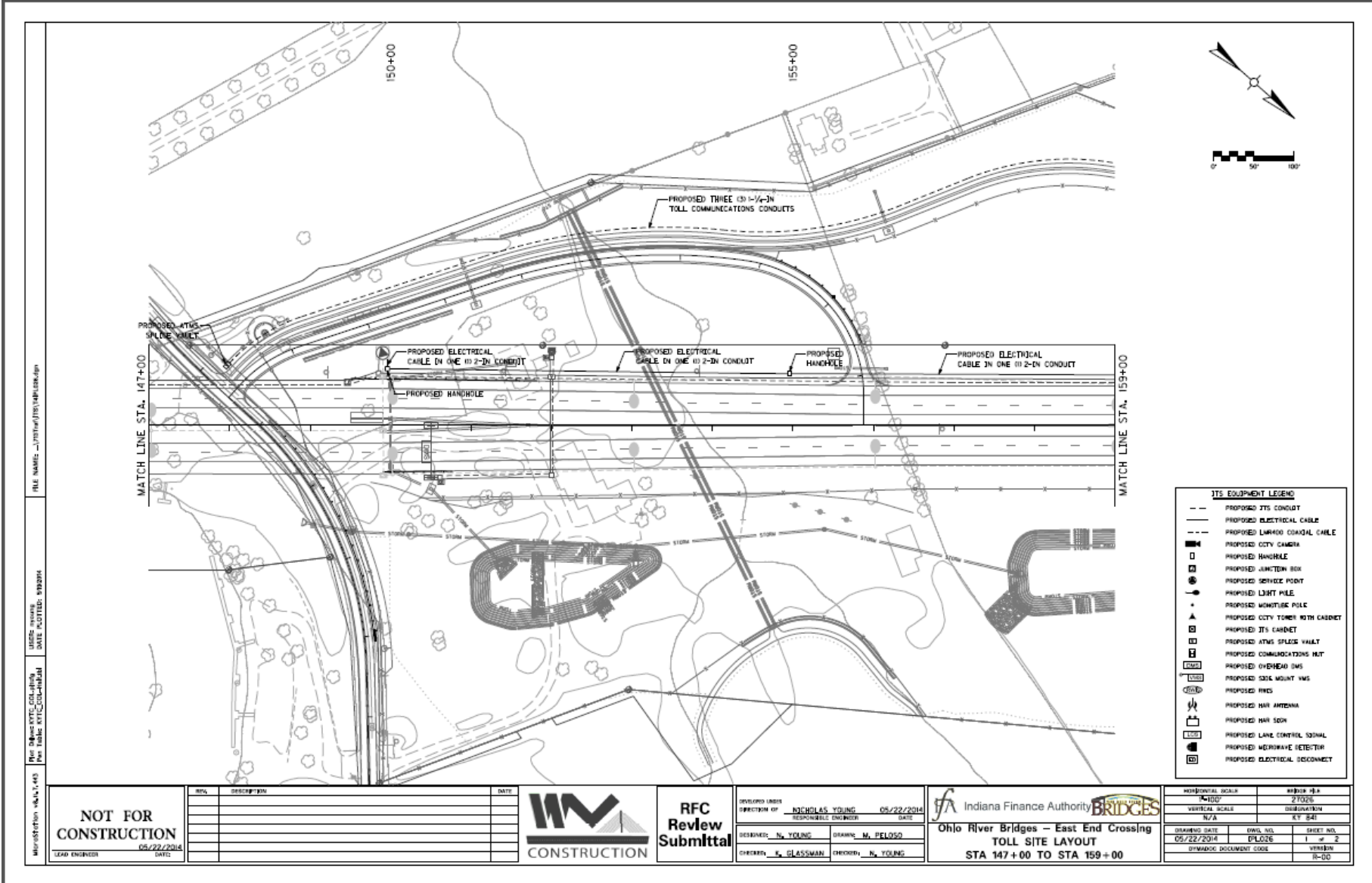
HORIZONTAL SCALE	1"=20'	BOOK FILE	
VERTICAL SCALE	1"=10'	DESIGNATION	
SURVEY BOOK		PROJECT	
CONTRACT		SHEET NO.	318711A
		DRAWING NO.	

# Downtown Crossing Project - Sheet 2 of 2\*\*

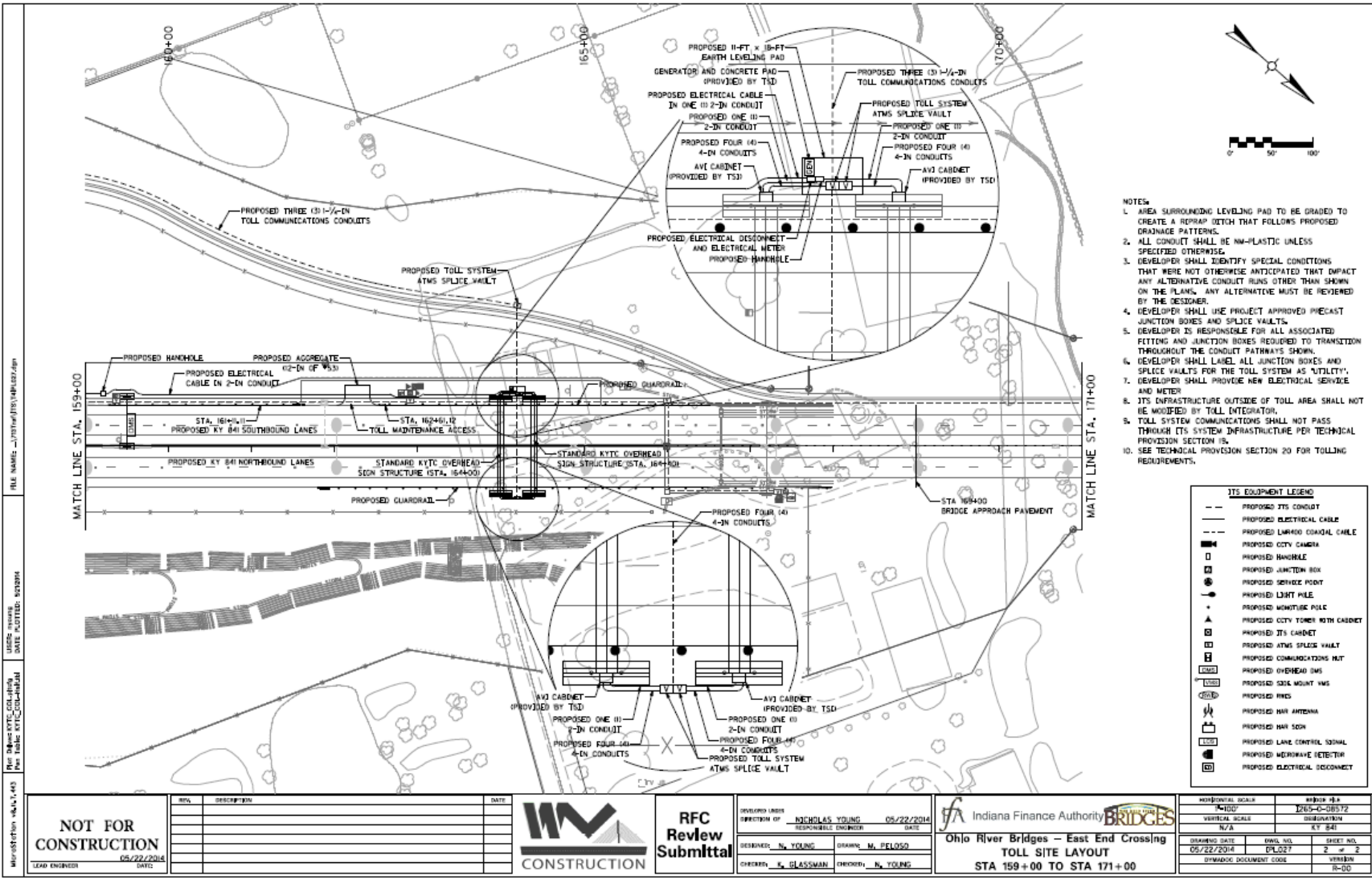


PREPARED BY 	REVIEWED FOR APPROVAL DESIGN ENGINEER DATE: 09/10/2014	DESIGNED: SRL DRAWN: SRL CHECKED: KLG CHECKED: MIC/ANG	INDIANA DEPARTMENT OF TRANSPORTATION SECTION 3 - ORB DOWNTOWN TOLL GANTRY FOUNDATION DETAILS	HORIZONTAL SCALE VERTICAL SCALE SURVEY BOOK CONTRACT	SHEET FILE DESIGNATION SHEET NO. PROJECT CONTRACT SHEET NO. STRUCK BY DRAWING NO.
-----------------	--	---	---	---	---

# East End Crossing Project - Sheet 1 of 2\*\*



**East End Crossing Project Sheet 2 of 2\*\***



- NOTES
1. AREA SURROUNDING LEVELING PAD TO BE GRADED TO CREATE A REPAIR PATCH THAT FOLLOWS PROPOSED DRAINAGE PATTERNS.
  2. ALL CONDUIT SHALL BE NM-PLASTIC UNLESS SPECIFIED OTHERWISE.
  3. DEVELOPER SHALL IDENTIFY SPECIAL CONDITIONS THAT WERE NOT OTHERWISE ANTICIPATED THAT IMPACT ANY ALTERNATIVE CONDUIT RUNS OTHER THAN SHOWN ON THE PLANS. ANY ALTERNATIVE MUST BE REVIEWED BY THE DESIGNER.
  4. DEVELOPER SHALL USE PROJECT APPROVED PRECAST JUNCTION BOXES AND SPLICE VAULTS.
  5. DEVELOPER IS RESPONSIBLE FOR ALL ASSOCIATED FITTINGS AND JUNCTION BOXES REQUIRED TO TRANSMIT THROUGHOUT THE CONDUIT PATHWAYS SHOWN.
  6. DEVELOPER SHALL LABEL ALL JUNCTION BOXES AND SPLICE VAULTS FOR THE TOLL SYSTEM AS "UTILITY".
  7. DEVELOPER SHALL PROVIDE NEW ELECTRICAL SERVICE AND METER.
  8. ITS INFRASTRUCTURE OUTSIDE OF TOLL AREA SHALL NOT BE MODIFIED BY TOLL INTEGRATOR.
  9. TOLL SYSTEM COMMUNICATIONS SHALL NOT PASS THROUGH ITS SYSTEM INFRASTRUCTURE PER TECHNICAL PROVISION SECTION 15.
  10. SEE TECHNICAL PROVISION SECTION 20 FOR TOLLING REQUIREMENTS.

ITS EQUIPMENT LEGEND	
---	PROPOSED ITS CONDUIT
---	PROPOSED ELECTRICAL CABLE
---	PROPOSED LAMPHOOD COAXIAL CABLE
■	PROPOSED CCTV CAMERA
□	PROPOSED HANDHOLE
□	PROPOSED JUNCTION BOX
●	PROPOSED SERVICE POINT
●	PROPOSED LIMIT PILE
+	PROPOSED MONITORING POLE
▲	PROPOSED CCTV TOWER WITH CABINET
□	PROPOSED ITS CABINET
□	PROPOSED ATMS SPLICE VAULT
□	PROPOSED COMMUNICATIONS HUT
□	PROPOSED OVERHEAD DMS
□	PROPOSED ISOL MOUNT VMS
□	PROPOSED PMS
□	PROPOSED WAF ANTENNA
□	PROPOSED WAF SIGN
□	PROPOSED LANE CONTROL SIGNAL
□	PROPOSED MEDIAN/AVE DETECTOR
□	PROPOSED ELECTRICAL DISCONNECT

FILE NAME: J:\17101\17101\17101\17101.dwg  
 USER: jyoung  
 DATE PLOTTED: 05/22/2014  
 PLOT: 05/22/2014 10:45  
 PLOT BY: jyoung

<b>NOT FOR CONSTRUCTION</b> <small>05/22/2014</small> <small>HWG</small>	REV.	DESCRIPTION	DATE

**RFI**

**Review**

**Submittal**

DESIGNED BY:	NICHOLAS YOUNG	DATE:	05/22/2014
DESIGNED BY:	NICHOLAS YOUNG	DATE:	05/22/2014
CHECKED BY:	S. GLASSMAN	DATE:	N. YOUNG

Ohio River Bridges - East End Crossing  
**TOLL SITE LAYOUT**  
 STA 159+00 TO STA 171+00

HORIZONTAL SCALE	1"=100'	PROJECT NO.	1265-C-08572
VERTICAL SCALE	N/A	DISCIPLINE	BY 841
DRAWING DATE	05/22/2014	DWG. NO.	PL027
SYMBOLIC DOCUMENT CODE		SHEET NO.	2 of 2
		VERSION	00-00



## **FORM G**

### **PRICE FORMS**

#### **Form G- Price Form Descriptions** **General Price Instructions**

All Proposers must complete Form G in the format outlined and set forth in the respective forms included as part of Form G. Completion of all of the forms comprising Form G is required. Additional information or supplemental materials about pricing will not be considered or evaluated and only completed Form G shall be considered in the evaluation of the Price Proposal. Each Proposer shall comply with (i) the instructions provided in this section; (ii) the instructions provided above each of the forms comprising Form G; and (iii) the instructions provided in the notes below certain selected forms in the Excel Workbook (“Workbook”) provided to Proposer for submittal of its Price Proposal. Proposer is solely responsible for submitting an accurate Price Proposal including all quantities, price, formulae, and calculations.

Any materials or narrative included in or accompanying this Form G that describes the basis of pricing or includes assumptions, qualifications, reservations or conditions related to the Price Proposal and pricing or which indicates are subject to later negotiation or potential change order shall be disregarded and not binding on the IFA and Joint Board and may, in the sole discretion of the IFA, result in a finding that the Proposal is nonresponsive and that the Proposer is disqualified.

Below is a Table of Contents for this Form G. Form G contains the price forms, which are also reflected as the price sheets contained in the Workbook file which has been provided to Proposer for submittal with its Price Proposal. These forms are referenced to a Workbook tab name that correlates to the tabs contained inside the Workbook. The name of the price sheet set forth in each part of this Form G correlates to each sheet name within the Workbook.

<b>Table G-1</b>		
<b>Price Proposal Forms Table of Contents</b>		
<b>Form Number</b>	<b>Excel Workbook Tab Name</b>	<b>Name of Price Sheet</b>
G-1	CP- Contract Price	Contract Price - Total Toll Collection System Capital and Operations and Maintenance Price
G-2	RS- Roadside	Total Roadside, Network, Generator, and CMS Price

**Table G-1****Price Proposal Forms Table of Contents**

<b>Form Number</b>	<b>Excel Workbook Tab Name</b>	<b>Name of Price Sheet</b>
G-3	BO- Back Office	Total Back Office System (BOS) and Disaster Recovery (DR) Price
G-4	TC- TOC and System Monitoring	Total TOC Planning, and TOC Pre-Toll Operations and System Monitoring Price
G-5	CS- Customer Service Center	Total CSC Pre-Toll Operations Price
G-6	PM- Project Management	Total Project Management and Planning Documents Price
G-7	T- Tests	Total End to End Tests Price
G-8	DM- Data Mart	Total Data Mart Price
G-9	BI- Bonds and Insurance	Total Bonds and Insurance Price
G-10	OMR- Roadside	Total Roadside and CMS Operations and Maintenance Price Per Contract Term
G-11	OMN- Network	Total Network Maintenance Price Per Contract Term
G-12	OMH- Host	Total Back Office System (BOS) Hosting Price Per Contract Term
G-13	OMB- BO IT	Total Back Office System (BOS) IT Operations and Maintenance Price Per Contract Term
G-14	OMT- TOC	Total Toll Operations Center (TOC) Operations and Maintenance Price Per Contract Term
G-15	OMC- CSC	Total Customer Service Center Operations and Maintenance Price Per Contract Term
G-16	Hourly Rates	Hourly Rates



<b>Table G-1</b>		
<b>Price Proposal Forms Table of Contents</b>		
<b>Form Number</b>	<b>Excel Workbook Tab Name</b>	<b>Name of Price Sheet</b>
G-17	Major Spares	Major Spare Parts
G-18	MOT	Maintenance of Traffic

Proposers shall complete the Form G within the Workbook file directly onto the sheets contained in the Workbook. The calculations within the Workbook are provided for ease of use by Proposers but the accuracy and completeness of all calculations, formulae, quantities, and prices are the responsibility of the Proposer.

Additionally, provided below is a legend for use in connection with the Workbook denoting what each colored cell represents in the various forms comprising Form G and the applicable required input from Proposers.

<b>TABLE G-2</b>		
<b>Workbook Legend</b>		
<b>Colored Cells</b>	<b>Legend</b>	<b>Instructions to PROPOSER</b>
	Black header denotes title of each tab in the Workbook	Proposer shall not fill in or change
	Blue header denotes descriptions of milestones in column	Proposer shall not fill in or change
	Gray shaded areas are areas which are not applicable for the particular milestone	Proposer shall not fill in or change
White	Quantities, Price, Unit Price, or Total Price	In blank white areas, Proposer is required to fill in with quantity, price, or number or enter "0", if applicable. In white areas with "\$0," Proposer is required to fill in price or leave "\$0."

**TABLE G-2****Workbook Legend**

Colored Cells	Legend	Instructions to PROPOSER
Green	Intermediate Summary Price inside a tab in Workbook	Formula provided and represents a partial section total within a tab in Workbook -Proposer to fill in Intermediate Summary Price
Orange	Total Cumulative Summary Price for a single tab in Workbook	Formula provided and represents a single tab total within Workbook - Proposer to fill in Cumulative Summary Price
Yellow	Total Cumulative Summary Price for Capital or Operations and Maintenance Price	Formula provided and represents a cumulative summary within Workbook -Proposer to fill in Cumulative Summary Price
Brown	Total Cumulative Summary Price for TCS Capital and Operations and Maintenance	Formula provided and represents a cumulative summary within Workbook -Proposer to fill in Cumulative Summary Price

All Payment Milestones in Form G have a unique Payment Milestone number (i.e., RS-003). The first two letters of the Payment Milestone number represent in which category of work the Payment Milestone is contained and under which tab in the Workbook the Payment Milestone is located (i.e., RS represents the Roadside System category and is located in the “Roadside” tab of the Workbook). The numbers that follow the first two letters are the Payment Milestone individual identifier (i.e., 003).

For all intermediate and cumulative summary prices, a written description of all formulae is provided on each form and included in the appropriate cells of the Workbook. Some Payment Milestones and item numbers shall be transferred from one tab and entered into an item number in another tab. Tables in this set of instructions describe these required transfers. Proposer is responsible for confirming that the required Payment Milestones and item numbers are accurately transferred between each tab.

All prices must be submitted in US dollars currency, whole numbers only. All forms comprising Form G must be completed in accordance with Table G-2 above. Enter “0” (zero) if no price will be charged for a particular Payment Milestone. White cells should not be left blank. In some instances, Proposer must enter quantities, unit price and a total price or a combination thereof. All labor rates shall be inclusive of all overhead, profit, markup, and benefits (see Section 12.2 of the Agreement). All materials prices shall include all overhead profit, markup, and sales tax (see Section 12.2 of the Agreement). Management and oversight and associated markups, profit and overhead for the Project shall be included in the project management price (see Section 12.2 of the Agreement).

All operation and maintenance prices shall be inclusive of all consumables and components which are usual, customary and necessary for providing the scope of services as described in the Technical Requirements and in each Payment Milestone in Exhibit CC of the Agreement. For each Payment Milestone which Proposers are asked to provide a price in Form G, a description and provisions concerning when that Payment Milestone is considered complete and can be invoiced is described in Exhibit CC of the Agreement. Year 7 prices shall be based upon 12 months. If the end of the TCS Operations and Maintenance Term occurs after the 84<sup>th</sup> month, the Joint Board shall continue to pay for Operations and Maintenance on a monthly basis at the rate specified for Year 7.

Please note different quantities of measure appear in Form G. Proposers shall supply unit prices, or prices for lump sum milestones, and/or intermediate or cumulative total prices as designated in Form G.

Allocation of the Contract Price among Payment Milestones should be balanced. See ITP Section 4.2.1 and Section 4.10 regarding balancing and negotiation of the allocations among Payment Milestones with the Preferred Proposer. The portion of the Total Toll Collection System Capital Price allocated to completion of the System Production Readiness Tests Payment Milestone shall be not less than 20% of the Total Toll Collection System Capital Price (including the price attributable to the System Production Readiness Tests). The portion of the Total Toll Collection System Capital Price allocated to completion of the Operations Tests Payment Milestone shall be not less than 5% of the Total Toll Collection System Capital Price (including the price attributable to the Operations Test). The portion of the Total Toll Collection System Capital Price allocated to completion of the System Acceptance Test Payment Milestone shall be not less than 5% of the Total Toll Collection System Capital Price (including the price attributable to the System Acceptance Test).

## FORM G-1- Contract Price Form

The Contract Price form is denoted as Form G-1 and located under the CP-Contract Price tab in the Workbook and entitled Contract Price - Total Toll Collection System Capital and Operations and Maintenance Price. Form G-1 represents the full price for the Project and all work required by the Contract Documents, including capital and operations and maintenance costs, other than costs covered under (i) Form G-16 and located under the Hourly Rates tab in the Workbook and entitled Hourly Rates for Extended Services; (ii) Form G-17 and located under the Major Spare Parts tab in the Workbook and entitled Major Spare Parts; and (iii) Form G-18 and located under the MOT tab in the Workbook and entitled Maintenance of Traffic.

Proposers shall submit a price in Form G-1 for all item numbers CP-01 through CP-017 listed in the Contract Price Sheet in the Workbook, and identified as intermediate summaries or cumulative summaries in Exhibit CC to the Agreement. Proposers shall replace all "\$0" with their proposed price for each item number or shall leave the "\$0" indicating there is no cost for that particular item number.

Each item number on Form G-1 shall be completed by transferring a cumulative or intermediate price summary that is indicated on another form that is part of Form G. Table G-1-1 below describes which item numbers on Form G-1 are transferred from other forms within Form G to Form G-1. Proposers are responsible for confirming that the required item numbers are accurately transferred from the other forms to Form G-1. Formulae have been included for ease of use but are the responsibility of the Proposer.

Three intermediate and cumulative summary milestones are required on Form G-1, identified as **CP-009**, **CP-016**, and **CP-017**. Each item number and its formula are described below.

### **CP-009- Intermediate Summary**

Table G-1-1 describes the summary item number which shall be transferred from another form to Form G-1, to indicate the cumulative Total Toll Collection System Capital Price, CP-009.

<b>Table G-1-1</b>			
<b>Item No.</b>	<b>Transfer from Tab Name</b>	<b>Transfer from Form No.</b>	<b>Item No.</b>
CP-001	RS-Roadside	G-2	RS-029
CP-002	BO-Back Office	G-3	BO-013
CP-003	TC-TOC and System Monitoring	G-4	TO-011
CP-004	CS-Customer Service Center	G-5	CS-003
CP-005	PM-Project Management	G-6	PM-009
CP-006	T-Testing	G-7	T-007

<b>Table G-1-1</b>			
<b>Item No.</b>	<b>Transfer from Tab Name</b>	<b>Transfer from Form No.</b>	<b>Item No.</b>
CP007	DM-Data Mart	G-8	DM-003
CP-008	BI-Bonds and Insurance	G-9	BI-015

**CP-009- Intermediate Summary**

The Total Toll Collection System Capital Price, identified as item number CP-009, is the aggregate price of eight (8) item numbers. The eight (8) item numbers are the Total Roadside, Network, Generator and CMS Price, CP-001; plus the Total Back Office System (BOS) and Disaster Recovery (DR) Price, CP-002; plus the Total TOC Planning and TOC Pre-Toll Operations and System Monitoring Price, CP-003; plus the Total CSC Pre-Toll Operations Price, CP-004, plus the Total Project Management and Planning Documents Price, CP-005; plus the Total End to End System Tests Price, CP-006; plus the Total Data Mart Price, CP-007; plus the Total Bonds and Insurance Price, CP-008.

**The formula for item number CP-009, Total Toll Collection System Capital Price is as follows:**

<b>CP</b>	<b>Name</b>
001	Total Roadside, Network, Generator, and CMS Price
002	Total Back Office System (BOS) and Disaster Recovery (DR) Price
003	Total TOC Planning and TOC Pre-Toll Operations and System Monitoring Price
004	Total CSC Pre-Toll Operations Price
005	Total Project Management and Planning Documents Price
006	Total End to End System Tests Price
007	Total Data Mart Price
008	Total Bonds and Insurance Price
<b>009</b>	<b>Total Toll Collection System Capital Price</b>

**CP-016- Intermediate Summary**

Table G-1-2 describes the item number which shall be transferred from another form to Form G-1 to indicate the cumulative total item number CP-016, Total Toll Collection System Operations and Maintenance Price.

<b>Table G-1-2</b>			
<b>Item No.</b>	<b>Transfer from Tab Name</b>	<b>Transfer from Form No.</b>	<b>Item No.</b>
CP-010	OMR - Roadside	G-10	OMR-011
CP-011	OMN – Network	G-11	OMN-004
CP-012	OMH – Hosting	G-12	OMH-004
CP-013	OMB – BO IT	G-13	OMB-004
CP-014	OMT – TOC	G-14	OMT-004
CP-015	OMC – CSC	G-15	OMC-004

The Total Toll Collection System Operations and Maintenance Price, item number CP-016, on Form G-1, is the aggregate price of six (6) item numbers. The six (6) item numbers are the Roadside and CMS Operations and Maintenance Price Per Contract Term, CP-010; plus the Network Maintenance Price Per Contract Term, CP-011; plus the Back Office System (BOS) Hosting Price Per Contract Term, CP-012; plus the Back Office System (BOS) IT Operations and Maintenance Price Per Contract Term, CP-013, plus the Toll Operations Center (TOC) Operations and Maintenance Price Per Contract Term, CP-014; plus the Customer Service Center Operations and Maintenance Price Per Contract Term, CP-015.

**The formula for item number CP-016, Total Toll Collection System Operations and Maintenance Price, is as follows:**

<b>CP</b>	<b>Name</b>
010	Roadside and CMS Operations and Maintenance Price Per Contract Term
011	Network Maintenance Price Per Contract Term
012	Back Office System (BOS) Hosting Price Per Contract Term
013	Back Office System (BOS) IT Operations and Maintenance Price Per Contract Term
014	Toll Operations Center (TOC) Operations and Maintenance Price Per Contract Term
015	Customer Service Center Operations and Maintenance Price Per Contract Term
<b>016</b>	<b>Total Toll Collection System Operations and Maintenance Price</b>

### **CP-017- Cumulative Summary**

The Total Toll Collection System Capital and Operations and Maintenance Price, identified as item number CP-017 on Form G-1 is the aggregate price of two (2) item numbers. The two (2) item numbers are the Total Toll Collection System Capital Price,

CP-009; plus the Total Toll Collection System Operations and Maintenance Price, CP-016.

**The formula for item number CP-017, Total Toll Collection System Capital and Operations and Maintenance Price, is as follows:**

<b>CP</b>	<b>Name</b>
009	Total Toll Collection System Capital Price
016	Total Toll Collection System Operations and Maintenance Price
<b>017</b>	<b>Total Toll Collection System Capital &amp; Operations and Maintenance Price</b>

## **FORM G-2- Total Roadside, Network, Generator and CMS Price**

Proposers shall submit a price on Form G-2 for all Payment Milestones RS-001 through RS-008, RS-011 through RS-0016, RS-019 through RS-023, and RS-026 through RS-027 and all intermediate and cumulative summaries. Proposers shall replace all "\$0" with their proposed price for each Payment Milestone or shall leave the "\$0" indicating there is no cost for that particular Payment Milestone.

For each Payment Milestone within Form G-2 for which the Proposer is asked to provide a price, a description of such Payment Milestone is provided in Exhibit CC of the Agreement. The description identifies the Work that the Toll System Provider will be required to complete in order to submit an invoice for each Payment Milestone. Provisions concerning when a Payment Milestone is considered complete and can be invoiced to the Joint Board are set forth in the Agreement.

### **Unit Prices**

Unit prices shall be provided for Payment Milestones RS-002, RS-004, RS-007, RS-014, RS-020, RS-021 and RS-026. Proposers shall provide a unit price for each such Payment Milestone and a total price for that Payment Milestone. The total price for each such Payment Milestone shall be the proposed unit price multiplied by the unit of measure listed for such Payment Milestone.

Total Price for the above Payment Milestones in which unit prices are requested from Proposer shall be calculated as follows:

Proposer unit price \* unit of measure = Total Price for the Payment Milestone.

Five intermediate and cumulative summaries are required on Form G-2, identified as ***RS-009, RS-017, RS-024, RS-028, and RS-029***. Each intermediate and cumulative summary and its formula are described below.

### **RS-009- Intermediate Summary**

The Total Roadside Price, item number RS-009, shall be the sum of Payment Milestones RS-001, RS-002, RS-003, RS-004, RS-005, RS-006, RS-007 and RS-008.



<b>RS</b>	<b>Name</b>
001	Roadside System Plan and Documentation
002	Roadside Hardware Equipment Purchase and Delivery
003	Roadside Software License
004	Roadside Onsite Equipment Installation
005	Roadside Integration
006	Roadside Training
007	Roadside Go-Live
008	Roadside System As-Built Documentation
<b>009</b>	<b>Total Roadside Price</b>

**RS-017- Intermediate Summary**

The Total Network Price, item number RS-017, shall be the sum of Payment Milestones RS-011, RS-012, RS-013, RS-014, RS-015, and RS-016.

<b>RS</b>	<b>Name</b>
011	Network System Plan and Documentation
012	Network Hardware Equipment Purchase and Delivery
013	Network Software License
014	Network Onsite Equipment Installation
015	Network Training
016	Network System As-Built Documentation
<b>017</b>	<b>Total Network Price</b>

**RS-024- Intermediate Summary**

The Total Generator Price, item number RS-024, shall be the sum of Payment Milestones RS-019, RS-020, RS-021, RS-022, and RS-023.

<b>RS</b>	<b>Name</b>
019	Generator Plans, Cut Sheets and Documentation
020	Generator Equipment Purchase and Delivery
021	Generator Onsite Equipment Installation
022	Generator Startup and Training
023	Generator Equipment As-Built Documentation
<b>024</b>	<b>Total Generator Price</b>

**RS-028- Intermediate Summary**

The Total Changeable Message Sign (CMS) and Installation Price, item number RS-028, shall be the sum of Payment Milestones RS-026 and RS-027.

<b>RS</b>	<b>Name</b>
026	Changeable Message Sign Equipment Purchase and Delivery
027	Onsite Equipment Installation of Changeable Message Sign
<b>028</b>	<b>Total Changeable Message Sign (CMS) and Installation Price</b>

**RS-029- Cumulative Summary**

The Total Roadside, Network, Generator, and CMS Price, item number RS-029, is the aggregate price of the four intermediate summary items identified above. The four intermediate summary items are the Total Roadside Price, RS-009; plus the Total Network Price, RS-017; plus the Total Generator Price, RS-024; and the Total Changeable Message Sign(CMS) and Installation Price, RS-028.

**The formula for item number RS-029, Total Roadside, Network, Generator, and CMS Price is as follows:**

<b>RS</b>	<b>Name</b>
009	Total Roadside Price
017	Total Network Price
024	Total Generator Price
028	Total Changeable Message Sign (CMS) Price
<b>029</b>	<b>Total Roadside, Network, Generator, and CMS Price</b>

## **FORM G-3- Total Back Office System (BOS) and Disaster Recovery (DR) Price**

Proposer shall submit a price in Form G-3 for all Payment Milestones BO-001 through BO-007, and BO-010 through BO-011, and all intermediate and cumulative summaries. Proposer shall replace all "\$0" with its proposed price for each Payment Milestone or shall leave the "\$0" indicating there is no cost for that particular Payment Milestone.

For each Payment Milestone within Form G-3 for which the Proposer is asked to provide a price, a description of each Payment Milestone is provided in Exhibit CC of the Agreement. The description identifies the Work that the Toll System Provider will be required to complete in order to submit an invoice for each Payment Milestone. Provisions concerning when a Payment Milestone is considered complete and can be invoiced to the Joint Board are set forth in the Agreement.

All prices on Form G-3 are lump sum prices. No unit prices are requested on Form G-3.

Three Intermediate and/or cumulative summary items are required on Form G-3, identified as **BO-008 and BO-012, and BO-013**. Each intermediate summary and cumulative summary and its formula are described below.

### **BO-008- Intermediate Summary**

The Total Back Office System (BOS) Price, item number BO-008, shall be the sum of Payment Milestones BO-001, BO-002, BO-003, BO-004, BO-005, BO-006, and BO-007.

<b>BO</b>	<b>Name</b>
001	Business Rules and Operational Requirements
002	Back Office System Plan and Documentation
003	Intermediate BOS Site Visit and Configuration Observation
004	BOS Software Licensing
005	BOS Customer Payment Channels Approval and Acceptance
006	Training for all BOS Operations
007	BOS Go-Live
<b>008</b>	<b>Total Back Office System (BOS) Price</b>

### **BO-012- Intermediate Summary**

The Total Disaster Recovery (DR) Price, item number BO-012, shall be the sum of Payment Milestones BO-010, and BO-011.

<b>BO</b>	<b>Name</b>
010	Disaster Recovery System Plan and Failover Documentation
011	Disaster Recovery Hardware Equipment Purchase and Delivery
<b>012</b>	<b>Total Disaster Recovery (DR) Price</b>

**BO-013- Cumulative Summary**

The Total Back Office System (BOS) and Disaster Recovery (DR) Price, item number BO-013, is the aggregate price of two (2) intermediate summary items identified above. The two (2) intermediate summary items are the Total Back Office System (BOS) Price, BO-008; and the Total Disaster Recovery (DR) Price, BO-012.

**The formula for item number BO-013, Total Back Office System (BOS) and Disaster Recovery (DR) Price is as follows:**

<b>BO</b>	<b>Name</b>
008	Total Back Office System (BOS) Price
012	Total Disaster Recovery (DR) Price
<b>013</b>	<b>Total Back Office System (BOS) and Disaster Recovery (DR) Price</b>

## **FORM G-4- Total TOC Planning, and TOC Pre-Toll Operations and System Monitoring Price**

Proposer shall submit a price on Form G-4 for all Payment Milestones TO-001 through TO-007, and TO-010 and all intermediate and cumulative summaries. Proposer shall replace all "\$0" with its proposed price for each Payment Milestone or shall leave the "\$0" indicating there is no cost for that particular Payment Milestone.

For each Payment Milestone within Form G-4 for which the Proposer is asked to provide a price, a description of each Payment Milestone is provided in Exhibit CC of the Agreement. The description identifies the Work that the Toll System Provider will be required to complete in order to submit an invoice for each Payment Milestone. Provisions concerning when a Payment Milestone is considered complete and can be invoiced to the Joint Board are set forth in the Agreement.

All prices on Form G-4 are lump sum prices. No unit prices are requested on Form G-4.

Three Intermediate and cumulative summary item numbers are required on Form G-4, identified as ***TO-007 and TO-010, and TO-011***. Each cumulative and summary item and its formula are described below.

### **TO-007- Intermediate Summary**

The Total TOC Planning Price, item number, TO-007, shall be the sum of Payment Milestones TO-001, TO-002, TO-003, TO-004, TO-005, and TO-006.

<b>TO</b>	<b>Name</b>
001	MOMS Plan and Documentation
002	TOC Hardware Equipment Purchase and Delivery
003	TOC Software Setup and Installation
004	TOC Onsite Equipment Installation
005	TOC Training
006	TOC System As-Built Documentation
<b>007</b>	<b>Total TOC Planning Price</b>

### **TO-010- Intermediate Summary**

The Total TOC Pre-Toll Operations and System Monitoring Price, item number TO-010, shall be the same price as Payment Milestone TO-09.

### **TO-011- Cumulative Summary**

The Total TOC Planning, and TOC Pre-Toll Operations and System Monitoring Price, item number TO-011, is the aggregate price of two (2) intermediate summary items identified above. The two (2) intermediate summary items are the Total TOC Planning Price, TO-007; and the Total TOC Pre-Toll Operations and System Monitoring Price, TO-010.

The formula for item number TO-011, Total TOC Planning, and TOC Pre-Toll Operations and System Monitoring is as follows:

<b>TO</b>	<b>Name</b>
007	Total TOC Planning Price
010	Total TOC Pre-Toll Operations and System Monitoring Price
<b>011</b>	<b>Total TOC Planning, and TOC Pre-Toll Operations and System Monitoring Price</b>

## FORM G-5- Total CSC Pre-Toll Operations Price

Proposer shall submit a price in Form-G-5 for all Payment Milestones CS-001 through CS-002 and all intermediate and cumulative summaries. Proposer shall replace all "\$0" with its proposed price for each Payment Milestone or shall leave the "\$0" indicating there is no cost for that particular Payment Milestone.

For each Payment Milestone within Form-G-5 for which the Proposer is asked to provide a price, a description of each Payment Milestone is provided in Exhibit CC of the Agreement. The description identifies the Work that the Toll System Provider will be required to complete in order to submit an invoice for each Payment Milestone. Provisions concerning when a Payment Milestone is considered complete and can be invoiced to the Joint Board are set forth in the Agreement.

All staffing costs for the Walk-Up Centers shall be included in Form G-5, Item No. CS-002. The Proposer shall assume a term of nine (9) months for Pre-Toll Operations for the Walk-Up Centers prior to Tolling Readiness.

### Unit Prices

Unit prices shall be completed for Payment Milestone CS-002. Proposer shall provide a unit price for each item and a total price for the Payment Milestone. The total price for each Payment Milestone shall be the proposed unit price multiplied by the unit of measure listed for such Payment Milestone.

Total Price for the above noted Payment Milestones in which unit prices are requested from the Proposer shall be:

Proposer unit price \* unit of measure = Total Price for the Payment Milestone.

One cumulative summary item is required on Form G-5, identified as **CS-003**. Each Payment Milestone and its formula are described below.

### CS-003- Cumulative Summary

The Total CSC Pre-Toll Operations Price, item number CS-003, is the aggregate price of two (2) Payment Milestones. The two (2) Payment Milestones are the Planning of CSC Prior to Pre-Toll Operations Planning, Payment Milestone CS-001; and the Pre-Toll Operations, Payment Milestone CS-002.

**The formula for item number CS-003, Total CSC Pre-Toll Operations Price is as follows:**

<b>CS</b>	<b>Name</b>
001	Planning of CSC Prior to Pre-Toll Operations
002	Pre-Toll Operations
<b>003</b>	<b>Total CSC Pre-Toll Operations Price</b>



## FORM G-6- Total Project Management and Planning Documents Price

Proposers shall submit a price on Form G-6 for all Payment Milestones PM-001 through PM-002 and PM-005 through PM-007 and all intermediate and cumulative summaries. Proposers shall replace all "\$0" with their proposed price for each Payment Milestone or shall leave the "\$0" indicating there is no cost for that particular Payment Milestone.

For each Payment Milestone within Form G-6 for which the Proposer is asked to provide a price, a description of such Payment Milestone is provided in Exhibit CC of the Agreement. The description identifies the Work that the Toll System Provider will be required to complete in order to submit an invoice for each Payment Milestone. Provisions concerning when a Payment Milestone is considered complete and can be invoiced to the Joint Board are set forth in the Agreement.

All prices on Form-G-6 are lump sum prices. No unit prices are requested on Form G-6. All management and oversight and associated markups, profits, and overhead for Payment Milestones PM-001 and PM-002 and PM-005 through PM-007 and for all Pass-Through Cost Items shall be included in the appropriate Payment Milestone.

Three Intermediate and cumulative summary items are required on Form G-6, identified as ***PM-003 and PM-008, and PM-009***. Each intermediate and cumulative summary item and its formula are described below.

### **PM-003- Intermediate Summary**

The Total Project Management Price, item number PM-003, shall be the sum of Payment Milestones PM-001, and PM-002.

<b>PM</b>	<b>Name</b>
001	Pre-Toll Operations
002	Startup Operations (Year 1)
<b>003</b>	<b>Total Project Management Price</b>

### **PM-008- Intermediate Summary**

The Total Planning Document Price, identified as item number PM-008, shall be the sum of Payment Milestones PM-005, PM-006, and PM-007.

<b>PM</b>	<b>Name</b>
005	0-90 Days after NTP
006	90-180 Days after NTP
007	Completion of System Acceptance Test
<b>008</b>	<b>Total Planning Document Price</b>

**PM-009- Cumulative Summary**

The Total Project Management and Planning Document Price, item number PM-009, is the aggregate price of two (2) intermediate summary items identified above. The two (2) intermediate summary items are the Total Project Management Price, PM-003; plus the Total Planning Document Price, PM-008.

**The formula for item number PM-009 is as follows:**

<b>PM</b>	<b>Name</b>
003	Total Project Management Price
008	Total Planning Document Price
<b>009</b>	<b>Total Project Management and Planning Document Price</b>

$$\mathbf{PM-009 = PM-003 + PM-008}$$

## **FORM G-7- Total End to End Testing Price**

Proposer shall submit a price in Form G-7 for all Payment Milestones T-001 through T-005 and all intermediate and cumulative summaries. Proposers shall replace all "\$0" with their proposed price for each Payment Milestone or shall leave the "\$0" indicating there is no cost for that particular Payment Milestone.

For each Payment Milestone within Form G-7 which the Proposer is asked to provide a price, a description of each Payment Milestone is provided in Exhibit CC of the Agreement. The description identifies the Work that the Toll System Provider will be required to complete in order to submit an invoice for each Payment Milestone. Provisions concerning when a Payment Milestone is considered complete and can be invoiced to the Joint Board are set forth in the Agreement.

All prices on Form G-7 are lump sum prices. No unit prices are requested on this Form G-7. The portion of the Total Toll Collection System Capital Price allocated to completion of the System Production Readiness Tests Payment Milestone shall be not less than 20% of the Total Toll Collection System Capital Price (including the price attributable to the System Production Readiness Tests). The portion of the Total Toll Collection System Capital Price allocated to completion of the Operations Tests Payment Milestone shall be not less than 5% of the Total Toll Collection System Capital Price (including the price attributable to the Operations Test). The portion of the Total Toll Collection System Capital Price allocated to completion of the System Acceptance Test Payment Milestone shall be not less than 5% of the Total Toll Collection System Capital Price (including the price attributable to the System Acceptance Test).

One cumulative summary item is required on Form G-7, identified as item **T-007**. The cumulative summary and its formula are described below.

### **T-007- Cumulative Summary**

The Total End to End System Tests Price, item T-007, is the aggregate price of six (6) Payment Milestones summed together. The six (6) Payment Milestones are the Baseline Test, T-001; the Pre-Production Controlled Test, T-002; the BOS Production Readiness Test; T-003; System Production Readiness Test, T-004; the Operations Test, T-005; and the System Acceptance Test, T-006.

**The formula for item T-007, Total End to End System Testing Price is as follows:**

<b>T</b>	<b><i>Name</i></b>
001	Baseline Test
002	Pre-Production Controlled Test
003	BOS Production Readiness Test
004	System Production Readiness Test
005	Operations Test
006	System Acceptance Test
<b>007</b>	<b>Total End to End System Testing Price</b>

## FORM G-8- Total Data Mart Price

Proposer shall submit a price in Form G-8 for all Payment Milestones DM-001 through DM-002 and all intermediate and cumulative summaries.. Proposer shall replace all "\$0" with its proposed price for each Payment Milestone or shall leave the "\$0" indicating there is no cost for that particular Payment Milestone.

For each Payment Milestone within Form G-8 for which the Proposer is asked to provide a price, a description of each Payment Milestone is provided in Exhibit CC of the Agreement. The description identifies the Work that the Toll System Provider will be required to complete in order to submit an invoice for each Payment Milestone. Provisions concerning when a Payment Milestone is considered complete and can be invoiced to the Joint Board are set forth in the Agreement.

All prices on Form G-8 are lump sum prices. No unit prices are requested on this Form G-8.

The Proposer shall provide separate price for both options for a Data Mart and its use by the Project. A description of both options is described in Exhibit CC of the Agreement and the Technical Requirements. For purposes of evaluating the Proposer's Price Proposal, the Total Data Mart Price will be the higher of the two prices submitted by the Proposer in Payment Milestone DM-001 or DM-002. The higher of the two prices will be the Data Mart Price that is included as a component of the overall Total TCS Capital Price for the Project, but the price to be paid by the Joint Board for the Data Mart if the Proposer is selected as the Preferred Proposer will depend upon which option ultimately is selected by the Joint Board for delivery of the Data Mart.

### **DM-003-Higher Price**

The Total Data Mart Price is the higher price of the two (2) prices of Payment Milestone DM-001 or Payment Milestone DM-002.

**The formula for Payment Milestone DM-003, Total Data Mart Price is as follows:**

<b>DM</b>	<b>Name</b>
001	Option 1: Data Mart Copy
<b>003</b>	<b>Total Data Mart Price (if 001 is &gt; 002)</b>
<b>OR</b>	
002	Option 2: ETL
<b>003</b>	<b>Total Data Mart Price (if 002 is &gt; 001)</b>

## FORM G-9- Total Bonds and Insurance Price

Proposer shall submit a price on Form G-9 for all Payment Milestones BI-001 through BI-004 and BI-007 through BI-0013 and all intermediate and cumulative summaries. The Proposer shall replace all "\$0" with its proposed price for each Payment Milestone or shall leave the "\$0" indicating there is no cost for that particular Payment Milestone.

For each Payment Milestone within Form G-9 for which the Proposer is asked to provide a price, a description of each Payment Milestone is provided in Exhibit CC of the Agreement. The description identifies the Work that the Toll System Provider will be required to complete in order to submit an invoice for each Payment Milestone. Provisions concerning when a Payment Milestone is considered complete and can be invoiced to the Joint Board are set forth in the Agreement.

All prices on Form G-9 are **not to exceed prices**. No unit prices are requested on Form G-9.

Bonds and Insurance shall be priced as Pass-Through Cost Items not to exceed the amount entered in each Payment Milestone for bond premiums and not to exceed the amount entered for each Payment Milestone for insurance premiums. See Section 12.3.1 of the Agreement regarding payment and reimbursement of bond and insurance premiums.

Three intermediate and/or cumulative summary items are required on the Total Bonds and Insurance Price Sheet, identified as item numbers **BI-005 and BI-014, and BI-015**. Each intermediate and cumulative summary and its formula are described below.

### **BI-005- Intermediate Summary**

The Bonds Price, item number BI-005, shall be the sum of Payment Milestones, BI-001, BI-002, BI-003, and BI-004.

<b>BI</b>	<b>Name</b>
001	Installation Payment Bond
002	Installation Performance Bond
003	Operations and Maintenance Bond
004	Warranty Bond
<b>005</b>	<b>Bonds Price</b>

### **BI-014- Intermediate Summary**

The Insurance Price, identified as item number BI-014, shall be the sum of Payment Milestones, BI-007, BI-008, BI-009, BI-010, BI-011, BI-012, and BI-013.

<b>BI</b>	<b>Name</b>
007	Commercial General Liability Insurance
008	Worker's Compensation Insurance
009	Business Automobile Liability Insurance
010	Umbrella or Excess Liability Insurance
011	Cyber Liability Insurance
012	Crime Insurance
013	Professional Liability Insurance
<b>014</b>	<b>Total Insurance Price</b>

**BI-015- Cumulative Summary**

The Total Bonds and Insurance Price, identified as item number BI-015, is the aggregate price of the two (2) intermediate summary items identified above. The two (2) intermediate summary items are the Bonds Price, BI-005; and the Insurance Price, BI-014.

**The formula for BI-015 is as follows:**

<b>BI</b>	<b>Name</b>
005	Bonds Price
014	Insurance Price
<b>015</b>	<b>Total Bonds and Insurance Price</b>

## **FORM G-10- Total Roadside and CMS Operations and Maintenance Price Per Contract Term**

Proposers shall submit a price on Form G-10 for Payment Milestone OMR-001 and OMR-006 and all intermediate and cumulative summaries. Proposers shall replace all "\$0" with their proposed price for the Payment Milestone or shall leave the "\$0" indicating there is no cost for the Payment Milestone.

For each Payment Milestone within Form G-10 for which the Proposer is asked to provide a price, a description of each Payment Milestone is provided in Exhibit CC of the Agreement. The description identifies the Work that the Toll System Provider will be required to complete in order to submit an invoice for each Payment Milestone. Provisions concerning when a Payment Milestone is considered complete and can be invoiced to the Joint Board are set forth in the Agreement.

The Total Roadside and CMS Operations and Maintenance Price Per Contract Term as shown on Form G-10, shall include all costs including escalation, inflation, indices, labor and benefit increases, material price escalations and all other costs and charges relating to the Payment Milestones covered by Form G-10.

### **Unit Price of Operations and Maintenance Price Per Equipment Lane Per Month**

Unit prices shall be completed for Payment Milestone OMR-001. Proposer shall provide a unit price for roadside operations and maintenance on a per Equipment Lane per month basis, which shall be multiplied by 12 to determine an annual price. Payment of the Annual Roadside Operations and Maintenance Price shall be on a monthly basis using 12 equal payments per year. Proposer shall provide an Annual Roadside Operations and Maintenance Price, OMR-003, using the above calculation for each year 1, 2, 3, 4, 5, 6 and 7.

### **Unit Price of Operations and Maintenance Price Per Sign Per Month**

Unit prices shall be completed for Payment Milestone OMR-006. Proposer shall provide a unit price for changeable message sign operations and maintenance on a per sign per month basis, which shall be multiplied by the number of signs and multiplied by 12 to determine an annual price. Payment of the Annual Changeable Message Sign (CMS) Operations and Maintenance Price shall be on a monthly basis using 12 equal payments per year. Proposer shall provide an Annual Changeable Message Sign Operations and Maintenance Price, OMR-009, using the above calculation for each year 1, 2, 3, 4, 5, 6 and 7.

Five Intermediate and/or cumulative summary items are required on Form G-10, identified as items **OMR-004, OMR-005, OMR-009, OMR-010 and OMR-011**. Each intermediate and cumulative summary and its formula are described below.



**OMR-004- Intermediate Summary**

The unit price entered into item number OMR-001 by the Proposer shall be multiplied by the number of Equipment Lanes identified in item number OMR-002 and then shall be multiplied by 12 months as noted in item number OMR-003 and shall equal the Annual Roadside Operations and Maintenance Price.

**Proposer Unit Price Per Equipment Lane Per Month, OMR-001 \* Total No. of Equipment Lanes, OMR-002, \* 12 months, OMR-003 = Annual Roadside Operations and Maintenance Price, OMR-004.**

**OMR-005- Intermediate Summary**

The Total Roadside Operations and Maintenance Price Per Contract Term, Payment Milestone OMR-005, shall be the aggregate of items OMR-004 (Column C), OMR-004 (Column D), OMR-004 (Column E), OMR-004 (Column F), OMR-004 (Column G), OMR-004 (Column H), and OMR-004 (Column I).

**The formula for item number OMR-005 is as follows:**

<b>OMR</b>	<b>Name</b>
004	Total Roadside Operations and Maintenance Price Per Contract Term (Column C)
004	Total Roadside Operations and Maintenance Price Per Contract Term (Column D)
004	Total Roadside Operations and Maintenance Price Per Contract Term (Column E)
004	Total Roadside Operations and Maintenance Price Per Contract Term (Column F)
004	Total Roadside Operations and Maintenance Price Per Contract Term (Column G)
004	Total Roadside Operations and Maintenance Price Per Contract Term (Column H)
004	Total Roadside Operations and Maintenance Price Per Contract Term (Column I)
<b>005</b>	<b>Total Roadside Operations and Maintenance Price Per Contract Term</b>

**OMR-009- Intermediate Summary**

The unit price entered into item number OMR-006 by the Proposer shall be multiplied by the number of signs identified in item number OMR-007, and then shall be multiplied by 12 months as noted in item number OMR-008, and shall equal the Annual Changeable Message Sign Operations and Maintenance Price Per Year.

**Proposer Unit Price Per Equipment Lane Per Month, OMR-006 \* Total No. of Signs, OMR-007, \* 12 months, OMR-008 = Annual CMS Operations and Maintenance Price Per Year, OMR-009.**

### **OMR-010- Intermediate Summary**

The Total Changeable Message Sign Operations and Maintenance Price Per Contract Term, item number OMR-010, shall be the aggregate of items, OMR-009 (Column C), OMR-009 (Column D), OMR-009 (Column E), OMR-009 (Column F), OMR-009 (Column G), OMR-009 (Column H), and OMR-009 (Column I).

**The formula for item number OMR-010 is as follows:**

<b>OMR</b>	<b>Name</b>
009	Annual Changeable Message Sign Operations and Maintenance Price/ Year (Column C)
009	Annual Changeable Message Sign Operations and Maintenance Price/ Year (Column D)
009	Annual Changeable Message Sign Operations and Maintenance Price/ Year (Column E)
009	Annual Changeable Message Sign Operations and Maintenance Price/ Year (Column F)
009	Annual Changeable Message Sign Operations and Maintenance Price/ Year (Column G)
009	Annual Changeable Message Sign Operations and Maintenance Price/ Year (Column H)
009	Annual Changeable Message Sign Operations and Maintenance Price/Year (Column I)
<b>010</b>	<b>Total Changeable Message Sign Operations and Maintenance Price/ Contract Term</b>

### **OMR-011- Cumulative Summary**

The Total Roadside and CMS Operations and Maintenance Price Per Contract Term, identified as item number OMR-011, is the aggregate price of two (2) intermediate summary items identified above. The two (2) intermediate summary items are the Total Roadside Operations and Maintenance Price Per Contract Term, OMR-005; plus the Total CMS Operations and Maintenance Price Per Contract Term, OMR-010.

**The formula for item number OMR-011 is as follows:**

<b>OMR</b>	<b>Name</b>
005	Total Roadside Operations and Maintenance Price Per Contract Term
010	Total CMS Operations and Maintenance Price Per Contract Term
<b>011</b>	<b>Total Roadside and CMS Operations and Maintenance Price Per Contract Term</b>

## **FORM G-11- Total Network Maintenance Price Per Contract Term**

Proposers shall submit a price on Form G-11 for Payment Milestone OMN-001 and all intermediate and cumulative summaries. Proposers shall replace all "\$0" with their proposed price for the Payment Milestone or shall leave the "\$0" indicating there is no cost for the Payment Milestone.

For each Payment Milestone within Form G-11 for which the Proposer is asked to provide a price, a description of each Payment Milestone is provided in Exhibit CC of the Agreement. The description identifies the Work that the Toll System Provider will be required to complete in order to submit an invoice for each Payment Milestone. Provisions concerning when a Payment Milestone is considered complete and can be invoiced to the Joint Board are set forth in the Agreement.

Total Network Maintenance Price per Contract Term, as shown on Form G-11, shall include all costs, including escalation, inflation, indices, labor and benefit increases, materials price escalations and all other costs and charges relating to the scope of work covered by Form G-11.

### **OMN-001 - Unit Price of Network Maintenance Price Per Month**

Unit prices shall be completed for Payment Milestone OMN-001. Proposer shall provide a unit price for Annual Network Maintenance Per Year on a per month basis, which shall be multiplied by 12 to determine an annual price. Payment of the Annual Network Maintenance Price Per Year shall be on a monthly basis using 12 equal payments per year. Proposer shall provide an Annual Network Maintenance Price, OMN-003, using the above calculation for each of years 1, 2, 3, 4, 5, 6, and 7.

Two Intermediate and/or cumulative summary items are required on Form G-11, identified as item **OMN-003** and item **OMN-004**. Each item and its formula are described below.

### **OMN-003- Intermediate Summary**

The unit price entered into Payment Milestone OMN-001 by the Proposer shall be multiplied by 12 months as identified in item number OMN-002 and shall equal the Annual Network Maintenance Price.

**Proposer Unit Price Per Month, OMN-001 \* 12 months, OMN-002 = Annual Network Maintenance Price, OMN-003.**

**OMN-004- Cumulative Summary**

The Total Network Maintenance Price Per Contract Term, item number OMN-004, shall be the aggregate of items, OMR-003 (Column C), OMR-003 (Column D), OMR-003 (Column E), OMR-003 (Column F), OMN-003 (Column G), OMN-003 (Column H), and OMN-003 (Column I).

**The formula for item number OMN-004 is as follows:**

<b>OMN</b>	<b>Name</b>
003	Annual Network Maintenance Price Per Year (Column C)
003	Annual Network Maintenance Price Per Year (Column D)
003	Annual Network Maintenance Price Per Year (Column E)
003	Annual Network Maintenance Price Per Year (Column F)
003	Annual Network Maintenance Price Per Year (Column G)
003	Annual Network Maintenance Price Per Year (Column H)
003	Annual Network Maintenance Price Per Year (Column I)
<b>004</b>	<b>Total Network Maintenance Price Per Contract Term</b>

## **FORM G-12- Total Back Office System (BOS) Hosting Price Per Contract Term**

Proposers shall submit a price on Form G-12 for Payment Milestone OMH-001 and all intermediate and cumulative summaries. Proposers shall replace all "\$0" with their proposed price for the Payment Milestone or shall leave the "\$0" indicating there is no cost for the Payment Milestone.

For each Payment Milestone within Form G-12 for which the Proposer is asked to provide a price, a description of each Payment Milestone is provided in Exhibit CC of the Agreement. The description identifies the Work that the Toll System Provider will be required to complete in order to submit an invoice for each Payment Milestone. Provisions concerning when a Payment Milestone is considered complete and can be invoiced to the Joint Board are set forth in the Agreement.

Total BOS Hosting Price Per Contract Term as shown on Form G-12, shall include all costs, including escalation, inflation, indices, labor and benefit increases, materials price escalations and all other costs and charges relating the scope of work covered by Form G-12.

### **OMH-001 - Unit Price of Back Office System (BOS) Hosting Price Per Month**

Unit prices shall be completed for Payment Milestone OMH-001. Proposer shall provide a unit price for Back Office System (BOS) Hosting Price on a per month basis, which shall be multiplied by 12 to determine an annual price. Payment of the Annual Back Office System (BOS) Hosting Price shall be on a monthly basis using 12 equal payments per year. Proposer shall provide an Annual Back Office System Hosting Price, OMH-003, using the above calculation for each of years 1, 2, 3, 4, 5, 6, and 7.

Two Intermediate and/or cumulative summary items are required on Form G-12, identified as item number **OMH-003** and item number **OMH-004**. Each item and its formula are described below.

### **OMH-003- Intermediate Summary**

The unit price entered into item number OMH-001 by the Proposer shall be multiplied by the number of months identified in item number OMH-002 and shall equal the Annual Back Office System (BOS) Hosting Price.

**Proposer Unit Price Per Month, OMH-001 \* 12 months, OMH-002 = Annual Back Office System (BOS) Hosting Price, OMH-003.**

### **OMH-004- Cumulative Summary**

The Total Back Office System (BOS) Hosting Price Per Contract Term, item number OMH-004, shall be the aggregate of item numbers OMH-003 (Column C), OMH-003 (Column D), OMH-003 (Column E), OMH-003 (Column F), OMH-003 (Column G), OMH-003 (Column H), and OMH-003 (Column I).

The formula for item number OMH-004 is as follows:

<b>OMH</b>	<b>Name</b>
003	Annual Back Office System (BOS) Hosting Price Per Year (Column C)
003	Annual Back Office System (BOS) Hosting Price Per Year (Column D)
003	Annual Back Office System (BOS) Hosting Price Per Year (Column E)
003	Annual Back Office System (BOS) Hosting Price Per Year (Column F)
003	Annual Back Office System (BOS) Hosting Price Per Year (Column G)
003	Annual Back Office System (BOS) Hosting Price Per Year (Column H)
003	Annual Back Office System (BOS) Hosting Price Per Year (Column I)
<b>004</b>	<b>Total Back Office System (BOS) Hosting Price Per Contract Term</b>

## **FORM G-13- Total Back Office System (BOS) IT Operations and Maintenance Price Per Contract Term**

Proposers shall submit a price on Form G-13 for Payment Milestone OMB-001 and all intermediate and cumulative summaries. Proposers shall replace all "\$0" with their proposed price for the Payment Milestone or shall leave the "\$0" indicating there is no cost for the Payment Milestone.

For each Payment Milestone within Form G-13 for which the Proposer is asked to provide a price, a description of each Payment Milestone is provided in Exhibit CC of the Agreement. The description identifies the Work that the Toll System Provider will be required to complete in order to submit an invoice for each Payment Milestone. Provisions concerning when a Payment Milestone is considered complete and can be invoiced to the Joint Board are set forth in the Agreement.

Total BOS IT Operations and Maintenance Price Per Contract Term, as shown on Form G-13, shall include all costs, including escalation, inflation, indices, labor and benefit increases, materials price escalations and all other costs and charges relating the scope of work covered by this Form G-13.

### **OMB-001 - Unit Price of Back Office System (BOS) IT Operations and Maintenance Price Per Month**

Unit prices shall be completed for Payment Milestone OMB-001. Proposer shall provide a unit price for Back Office System (BOS) IT Operations and Maintenance Price Per Month, which shall be multiplied by 12 to determine an annual price. Payment of the Annual Back Office System (BOS) IT Operations and Maintenance Price shall be on a monthly basis using 12 equal payments per year. Proposer shall provide an Annual Back Office System (IT) Operations and Maintenance Price, OMB-003, using the above calculation for each of years 1, 2, 3, 4, 5, 6, and 7.

Two intermediate and/or cumulative summary items are required on Form G-13, identified as item numbers **OMB-003 and OMB-004**. Each intermediate and cumulative summary and its formula are described below.

### **OMB-003- Intermediate Summary**

The unit price entered into item number OMB-001 by the Proposer shall be multiplied by the number of months identified in item number OMB-002 and shall equal the Annual Back Office System (BOS) IT Operations and Maintenance Price.

**The formula for item number OMB-003 is as follows:**

**Proposer Unit Price Per Month, OMB-001 \* 12 months, OMB-002 = Annual Back Office System (BOS) IT Operations and Maintenance Price, OMB-003.**

## **OMB-004- Cumulative Summary**

The Total Back Office System (BOS) IT Operations and Maintenance Price Per Contract Term, item number OMB-004, shall be the aggregate of item numbers OMB-003 (Column C), OMB-003 (Column D), OMB-003 (Column E), OMB-003 (Column F) OMB-003 (Column G), OMB-003 (Column H), and OMB-003 (Column I).

**The formula for item number OMB-004 is as follows:**

<b>OMB</b>	<b>Name</b>
003	Annual Back Office System (BOS) IT Operating and Maintenance Price Per Year (Column C)
003	Annual Back Office System (BOS) IT Operating and Maintenance Price Per Year (Column D)
003	Annual Back Office System (BOS) IT Operating and Maintenance Price Per Year (Column E)
003	Annual Back Office System (BOS) IT Operating and Maintenance Price Per Year (Column F)
003	Annual Back Office System (BOS) IT Operating and Maintenance Price Per Year (Column G)
003	Annual Back Office System (BOS) IT Operating and Maintenance Price Per Year (Column H)
003	Annual Back Office System (BOS) IT Operating and Maintenance Price Per Year (Column I)
<b>004</b>	<b>Total Back Office System (BOS) IT Operations and Maintenance Price/ Contract Term</b>



## **FORM G-14- Total Toll Operations Center (TOC) Operations and Maintenance Price Per Contract Term**

Proposers shall submit a price on Form G-14 for Payment Milestone OMT-001 and all intermediate and cumulative summaries. Proposers shall replace all "\$0" with their proposed price for the Payment Milestone or shall leave the "\$0" indicating there is no cost for the Payment Milestone.

For each Payment Milestone within Form G-14 for which the Proposer is asked to provide a price, a description of each Payment Milestone is provided in Exhibit CC of the Agreement. The description identifies the Work that the Toll System Provider will be required to complete in order to submit an invoice for each Payment Milestone. Provisions concerning when a Payment Milestone is considered complete and can be invoiced to the Joint Board are set forth in the Agreement.

Total TOC Operations and Maintenance Price Per Contract Term as shown on Form G-14, shall include all costs, including escalation, inflation, indices, labor and benefit increases, materials price escalations and all other costs and charges relating the scope of work covered by this Form G-14.

### **OMT-001 - Unit Price of Toll Operations Center Operations and Maintenance Price Per Month**

Unit prices shall be completed for Payment Milestone OMT-001. Proposer shall provide a unit price for TOC Operations and Maintenance Fee Per Month, which shall be multiplied by 12 to determine an annual price. Payment of the Annual TOC Operations and Maintenance Price shall be on a monthly basis using 12 equal payments per year. Proposer shall provide an Annual Toll Operations Center (TOC) Operations and Maintenance Price, OMT-003, using the above calculation for each of years 1, 2, 3, 4, 5, 6, and 7.

Two Intermediate and cumulative summary items are required on Form G-14, identified as item numbers **OMT-003 and OMT-004**. Each intermediate and cumulative and its formula are described below.

### **OMT-003- Intermediate Summary**

The unit price entered into item number OMT-001 by the Proposer shall be multiplied by the number of months identified in item number OMT-002 and shall equal the Annual TOC Operations and Maintenance Price.

**The formula for item number OMT-003 is as follows:**

**Proposer Unit Price Per Month, OMT-001 \* 12 months, OMT-002 = Annual TOC Operations and Maintenance Price, OMT-003.**

**OMT-004- Cumulative Summary**

The Total Toll Operations Center (TOC) Operations and Maintenance Price Per Contract Term, item number OMT-004, shall be the aggregate of Payment Milestones OMT-003 (Column C), OMT-003 (Column D), OMT-003 (Column E), OMT-003 (Column F), OMT-003 (Column G), OMT-003 (Column H), and OMT-003 (Column I).

**The formula for item number OMT-004 is as follows:**

<b>OMT</b>	<b>Name</b>
003	Annual Toll Operations Center (TOC) Operations and Maintenance Price/Year (Column C)
003	Annual Toll Operations Center (TOC) Operations and Maintenance Price/Year (Column D)
003	Annual Toll Operations Center (TOC) Operations and Maintenance Price/Year (Column E)
003	Annual Toll Operations Center (TOC) Operations and Maintenance Price/Year (Column F)
003	Annual Toll Operations Center (TOC) Operations and Maintenance Price/Year (Column G)
003	Annual Toll Operations Center (TOC) Operations and Maintenance Price/Year (Column H)
003	Annual Toll Operations Center (TOC) Operations and Maintenance Price/Year (Column I)
<b>004</b>	<b>Total Toll Operations Center (TOC) Operations and Maintenance Price/ Contract Term</b>

## **FORM G-15- Total Customer Service Center Operations and Maintenance Price Per Contract Term**

Proposers shall submit a price on Form G-15 for Payment Milestone OMC-001 and all intermediate and cumulative summaries. Proposers shall replace all "\$0" with their proposed price for the Payment Milestone or shall leave the "\$0" indicating there is no cost for the Payment Milestone.

For each Payment Milestone within Form G-15 for which the Proposer is asked to provide a price, a description of each Payment Milestone is provided in Exhibit CC of the Agreement. The description identifies the Work that the Toll System Provider will be required to complete in order to submit an invoice for each Payment Milestone. Provisions concerning when a Payment Milestone is considered complete and can be invoiced to the Joint Board are set forth in the Agreement.

The Total Customer Service Center Operations and Maintenance Prices per Contract Term as shown on Form G-15 shall include all costs, including escalation, inflation, indices, labor and benefit increases, materials price escalations and all other costs and charges relating the scope of work covered by Form G-15.

### **OMC-001 - Unit Price of Customer Service Center Operations and Maintenance Price Per Month**

Unit prices shall be completed for Payment Milestone OMC-001. Proposer shall provide a unit price for Customer Service Center Operations and Maintenance Price Per Month, which shall be multiplied by 12 to determine an annual price. Payment of the Annual Customer Service Center Operations and Maintenance Price shall be on a monthly basis using 12 equal payments per year. Proposer shall provide an Annual Customer Service Center Operations and Maintenance Price, OMC-003, using the above calculation for each year 1, 2, 3, 4, 5, 6 and 7.

Two Intermediate and cumulative summary items are required on Form G-15, identified as item number **OMC-003** and item number **OMC-004**. Each intermediate and cumulative summary item and its formula are described below.

### **OMC-003- Cumulative Summary**

The unit price entered into Payment Milestone OMC-001 by the Proposer shall be multiplied by the number of months identified in item number OMC-002 and shall equal the Annual Customer Service Center Operations and Maintenance Price.

**The formula for item number OMC-003 is as follows:**

**Proposer Unit Price Per Month, OMC-001 \* 12 months, OMC-002 = Annual Customer Service Center Operations and Maintenance Price, OMC-003.**

**OMC-004- Cumulative Summary**

The Customer Service Center Operations and Price Per Contract Term, item number OMC-004, shall be the aggregate of Payment Milestones OMC-003 (Column C), OMC-003 (Column D), OMC-003 (Column E) OMC-003 (Column F), OMC-003 (Column G), OMC-003 (Column H), and OMC-003 (Column I).

**The formula for Payment Milestone OMC-004 is as follows:**

<b>OMC</b>	<b>Name</b>
003	Annual Customer Service Center Operations and Maintenance Price/Year (Column C)
003	Annual Customer Service Center Operations and Maintenance Price/Year (Column D)
003	Annual Customer Service Center Operations and Maintenance Price/Year (Column E)
003	Annual Customer Service Center Operations and Maintenance Price/Year (Column F)
003	Annual Customer Service Center Operations and Maintenance Price/Year (Column G)
003	Annual Customer Service Center Operations and Maintenance Price/Year (Column H)
003	Annual Customer Service Center Operations and Maintenance Price/Year (Column I)
<b>004</b>	<b>Customer Service Center Operations and Price Per Contract Term</b>

## **FORM G-16- Hourly Rates For Extended Services**

Services and materials may be required and requested by the Joint Board above and beyond the scope of services outlined and described in the Contract Documents. Proposer shall complete Form G-16 for Hourly Rates for Extended Services to be applied to additional services and these rates shall establish the rates which the Proposer shall be paid for those added services throughout the Term of the Agreement. The Hourly Rates for Extended Services Price Sheet has been provided as an incomplete example to the Proposer for its use. Proposer may use these job classifications/job descriptions supplied in Form G-16 to match their own and/or the Proposer may add applicable job classifications/job descriptions to the Hourly Rates for Extended Services Price Sheet in Column B. Proposer shall provide hourly labor rates for each job description/job classification for each year. Rates provided on Form G-16 shall include taxes, benefits, ancillary costs, overhead, profit and all other costs and charges relating to use of that employee.

No work shall commence on any changed or additional services above and beyond the scope of work required by the Contract Documents in anticipation of payment based upon submission of Form G-16. Provisions addressing authorization for, and payment of, such additional services are set forth in the Contract Documents.

All hourly rates and associated classifications shall be reviewed and approved by the Joint Board, and the agreed upon rates shall become a part of the Contract Documents.

## **FORM G-17- Major Spare Parts**

Proposer shall provide spare parts adequate to support operations of the TCS and the Project at levels compliant with the Contract Documents, and shall provide a sample inventory list of spare parts for the Project for its successful operation to ensure no degradation of service to the Ohio River Bridges Project or its toll patrons. The Proposer shall include in its Technical Response Form a list of all Major Spare Parts of the TCS. A sample list of the components of the system that will require Major Spare Parts is provided below:

### **Roadside**

- VES camera and illuminator
- Roadside controller
- Inductive loop array (AVC)
- Inductive loop controller (AVC)
- Overhead laser scanner (AVC)
- CCTV camera
- Uninterruptable power supply
- Network switches and routers (list each)

### **Back Office and Customer Service Center**

- Applications servers
- Web server
- Database servers
- Network Switches and Routers
- Link and Load Balancers (if applicable)
- Out of band monitoring components
- Training equipment
- Printers

Proposer shall identify and provide a list of all Major Spare Parts necessary to maintain the Toll Collection System in accordance with the requirements of the Contract Documents for a period of 12 months and provide this list to the Joint Board for review and written approval.

The initial equipment inventory price total is to be included in the applicable individual pricing forms of Form G for each subsystem of the Total Toll Collection System Capital Price. The Major Spare Parts Price Sheets have been provided as an incomplete example to the Proposer for its use. The Proposer shall update and expand this list to include all necessary Major Spare Parts for the TCS specific to the Proposer's TCS architecture. The Major Spare Parts list and associated prices shall be indicated on an annual basis through the Contract Term. The formulae for Total Major Spare Parts Price Per Year 1 through Year 7 shall be determined by the Proposer and indicated in Form G-17.

All Spare Parts Components, (including consumables and incidentals), shall be included in the Proposer's Contract Price and shall not be considered Major Spare Parts.

## **FORM G-18- Maintenance of Traffic - Lane Closure**

Proposer shall complete Form G-18 for Maintenance of Traffic (MOT) - Lane Closure services required throughout the Term of the Agreement, and the rates specified in Form G-18 shall establish the rates that the Toll System Provider shall be paid for MOT- Lane Closure services as provided throughout the Term of the Agreement.

No work shall commence on any MOT - Lane Closure services above and beyond the levels specified in the Contract Documents in anticipation of payment based upon submission of Form G-18. Provisions addressing authorization of, and payment for, such services are set forth in the Contract Documents. MOT - Lane Closure services shall be paid as Pass Through Costs Items. All MOT- Lane Closure rates shall be reviewed and approved by the Joint Board, and the agreed upon rates shall become a part of the Contract Documents. Rates provided on Form G-18 shall include overtime charges, after-hours charges, set-up, mobilization, demobilization, taxes, benefits, ancillary costs, overhead, profit and all other costs and charges relating to maintenance of traffic and lane closure(s) throughout the term of the Agreement. Approval of MOT- Lane Closure rates as completed on Form G-18 does not constitute approval by the Joint Board for the Proposer to perform any MOT-Lane Closure operations.

### **Unit Price of Maintenance of Traffic Based Upon Equipment Lane Closures**

Unit prices shall be completed for item numbers MOT-001, MOT-002, MOT-003, MOT-005, MOT-006, and MOT-007. Proposer shall provide a unit price for MOT on a per Equipment Lane basis, which shall be multiplied by the number of approved lanes to be closed to determine a total MOT price to be paid to the Toll System Provider.

A unit price for item numbers MOT-001, MOT-002, MOT-003, MOT-005, MOT-006, and MOT-007. shall be completed by the Proposer for each year of the Contract Term as indicated on **Form G-18**.

### **Types of MOT - Lane Closures**

Two types of closures are anticipated, a single (1) lane closure and a double (2) lane closure. For pricing purposes, the double (2) lane closure constitutes closure of 2 lanes which can be 2 traffic lanes or a combination of 1 traffic lane and 1 shoulder.

### **Time of Day**

Each type of lane closure can occur during different time periods of a business day. Each item number indicates different time periods for each type of traffic lane closure.

All MOT operations and associated traffic lane closures must occur in accordance with the Contract Documents and each MOT - Lane Closure event shall be approved in advance by the Joint Board.



**FORM G-1****Contract Price- Total Toll Collection System Capital and Operations and Maintenance Price**

<b>Item No.</b>	<b>Payment Milestone Description</b>	<b>Total Summary Price</b>
CP-001	Total Roadside, Network, Generator, and CMS Price	\$0
CP-002	Total Back Office System (BOS) and Disaster Recovery (DR) Price	\$0
CP-003	Total TOC Planning and TOC Pre-Toll Operations and System Monitoring Price	\$0
CP-004	Total CSC Pre-Toll Operations Price	\$0
CP-005	Total Project Management and Planning Documents Price	\$0
CP-006	Total End to End System Tests Price	\$0
CP-007	Total Data Mart Price	\$0
CP-008	Total Bonds and Insurance Price	\$0
<b>CP-009</b>	<b>Total Toll Collection System Capital Price</b>	<b>\$0</b>
CP-010	Roadside and CMS Operations and Maintenance Price Per Contract Term	\$0
CP-011	Network Maintenance Price Per Contract Term	\$0
CP-012	Back Office System (BOS) Hosting Price Per Contract Term	\$0
CP-013	Back Office System (BOS) IT Operations and Maintenance Price Per Contract Term	\$0

**FORM G-1****Contract Price- Total Toll Collection System Capital and Operations and Maintenance Price**

<b>Item No.</b>	<b>Payment Milestone Description</b>	<b>Total Summary Price</b>
CP-014	Toll Operations Center (TOC) Operations and Maintenance Price Per Contract Term	\$0
CP-015	Customer Service Center Operations and Maintenance Price Per Contract Term	\$0
<b>CP-016</b>	<b>Total Toll Collection System Operations and Maintenance Price</b>	<b>\$0</b>
<b>CP-017</b>	<b>Total Toll Collection System Capital and Operations and Maintenance Price</b>	<b>\$0</b>
<b><i>Note 1: Warranties as described in the Contract Documents should be included in above prices.</i></b>		

**FORM G-2**

**Total Roadside, Network, Generator and CMS Price**

<b>Item No.</b>	<b>Payment Milestone Description</b>	<b>Proposer's Unit Price</b>	<b>Total No. of Units</b>	<b>Unit of Measure</b>	<b>Total Price</b>
RS-001	Roadside System Plan and Documentation		1	Each	\$0
RS-002	Roadside Hardware Equipment Purchase and Delivery	\$0	34	Per Equipment Lane	\$0
RS-003	Roadside Software License		1	Each	\$0
RS-004	Roadside Onsite Equipment Installation	\$0	34	Per Equipment Lane	\$0
RS-005	Roadside Integration		1	Each	\$0
RS-006	Roadside Training		1	Each	\$0
RS-007	Roadside Go-Live	\$0	4	Each	\$0
RS-008	Roadside System As Built Documentation		1	Each	\$0
<b>RS-009</b>	<b>Total Roadside Price</b>				<b>\$0</b>
<b>RS-010</b>	<b>Payment Milestone Description</b>	<b>Proposer's Unit Price</b>	<b>Total No. of Units</b>	<b>Unit of Measure</b>	<b>Total Price</b>
RS-011	Network System Plan and Documentation		1	Each	\$0
RS-012	Network Hardware Equipment Purchase and Delivery		1	Each	\$0
RS-013	Network Software License		1	Each	\$0
RS-014	Network Onsite Equipment Installation	\$0	4	1 Per Tolling Point	\$0
RS-015	Network Training		1	Each	\$0
RS-016	Network System As Built Documentation		1	Each	\$0

**FORM G-2**

**Total Roadside, Network, Generator and CMS Price**

Item No.	Payment Milestone Description	Proposer's Unit Price	Total No. of Units	Unit of Measure	Total Price
<b>RS-017</b>	<b>Total Network Price</b>				<b>\$0</b>
RS-018	Payment Milestone Description	Proposer's Unit Price	Total No. of Units	Unit of Measure	Total Price
RS-019	Generator Plans, Cut Sheets and Documentation		1	Each	\$0
RS-020	Generator Equipment Purchase and Delivery	\$0	4	1 Gen per Tolling Point	\$0
RS-021	Generator Onsite Equipment Installation	\$0	4	1 Gen Per Tolling Point	\$0
RS-022	Generator Startup and Training		1	Each	\$0
RS-023	Generator Equipment As Built Documentation		1	Each	\$0
<b>RS-024</b>	<b>Total Generator Price</b>				<b>\$0</b>
RS-025	Payment Milestone Description	Proposer's Unit Price	Total No. of Units	Unit of Measure	Total Price
RS-026	Changeable Message Sign Equipment Purchase and Delivery	\$0	8	Each	\$0
RS-027	Onsite Equipment Installation of Changeable Message Sign	\$0	8	Each	\$0
<b>RS-028</b>	<b>Total Changeable Message Sign (CMS) and Installation Price</b>				<b>\$0</b>

**FORM G-2**

**Total Roadside, Network, Generator and CMS Price**

<b>Item No.</b>	<b>Payment Milestone Description</b>	<b>Proposer's Unit Price</b>	<b>Total No. of Units</b>	<b>Unit of Measure</b>	<b>Total Price</b>
<b>RS-029</b>	<b>Total Roadside, Network, Generator and CMS Price</b>				<b>\$0</b>

**FORM G-3**

**Total Back Office System (BOS) and Disaster Recovery (DR) Price**

<b>Item No.</b>	<b>Payment Milestone Description</b>	<b>Proposer's Unit Price</b>	<b>Total No. of Units</b>	<b>Unit of Measure</b>	<b>Total Price</b>
BO-001	Business Rules and Operational Requirements		1	Each	\$0
BO-002	Back Office System Plan and Documentation		1	Each	\$0
BO-003	Intermediate BOS Site Visit and Configuration Observation		1	Each	\$0
BO-004	BOS Software Licensing		1	Each	\$0
BO-005	BOS Customer Payment Channels Approval and Acceptance		1	Each	\$0
BO-006	Training for all BOS Operations		1	Each	\$0
BO-007	BOS Go-Live		1	Each	\$0
<b>BO-008</b>	<b>Total Back Office System (BOS) Price</b>				<b>\$0</b>
<b>BO-009</b>	<b>Payment Milestone Description</b>	<b>Proposer's Unit Price</b>	<b>Total No. of Units</b>	<b>Unit of Measure</b>	<b>Total Price</b>
BO-010	Disaster Recovery System Plan and Failover Documentation		1	Each	\$0
BO-011	Disaster Recovery Hardware Equipment Purchase and Delivery		1	Each	\$0
<b>BO-012</b>	<b>Total Disaster Recovery (DR) Price</b>				<b>\$0</b>

**FORM G-3****Total Back Office System (BOS) and Disaster Recovery (DR) Price**

<b>Item No.</b>	<b>Payment Milestone Description</b>	<b>Proposer's Unit Price</b>	<b>Total No. of Units</b>	<b>Unit of Measure</b>	<b>Total Price</b>
<b>BO-013</b>	<b>Total Back Office System (BOS) and Disaster Recovery (DR) Price</b>				<b>\$0</b>

**FORM G-4**

**Total Toll Operations Center (TOC) Planning, and Pre-Toll Operations and System Monitoring Price**

<b>Item No.</b>	<b>Payment Milestone Description</b>	<b>Total No. of Units</b>	<b>Unit of Measure</b>	<b>Total Price</b>
TO-001	MOMS Plan and Documentation	1	Each	\$0
TO-002	TOC Hardware Equipment Purchase and Delivery	1	Each	\$0
TO-003	TOC Software Setup and Installation	1	Each	\$0
TO-004	TOC Onsite Equipment Installation	1	Each	\$0
TO-005	TOC Training	1	Each	\$0
TO-006	TOC System As Built Documentation	1	Each	\$0
<b>TO-007</b>	<b>Total TOC Planning Price</b>			<b>\$0</b>
<b>TO-008</b>	<b>Payment Milestone Description</b>	<b>Total No. of Units</b>	<b>Unit of Measure</b>	<b>Total Price</b>
TO-009	TOC Pre-Toll Operations and System Monitoring (For 2 months Prior to Revenue Service Date)	1	Each	\$0
<b>TO-010</b>	<b>Total TOC Pre-Toll Operations and System Monitoring Price</b>			<b>\$0</b>
<b>TO-011</b>	<b>Total TOC Planning, and TOC Pre-Toll Operations and System Monitoring Price</b>			<b>\$0</b>



**FORM G-5**

**Total Customer Service Center (CSC) Pre-Toll Operations Price**

<b>Item No.</b>	<b>Payment Milestone Description</b>	<b>Duration</b>	<b>Unit Price</b>	<b>Total No. of Units</b>	<b>Unit of Measure</b>	<b>Total Price</b>
CS-001	Planning of CSC Prior to Pre-Toll Operations			1	Each	\$0
CS-002	Pre-Toll Operations	6 months prior to Tolling Readiness	\$0	6	Monthly	\$0
<b>CS-003</b>	<b>Total CSC Pre-Toll Operations Price</b>					<b>\$0</b>

*Note1: This section shall be priced based upon 100,000 AMDTT +/-25,000 AMADTT for each year of operation.*

*Note 2: One of the two required Walk-up Centers and the CSC may be co-located. However, only the Walk-Up Center costs shall be a Pass-Through Cost item. If the Proposer chooses co-location, then the Proposer shall provide a means and methodology to separate costs of the Walk-Up Centers and the CSC, which means and methodology shall be subject to approval by the Joint Board.*

*Note 3: All staffing costs for the Walk-Up Center prior to Tolling Readiness shall be included in Item CS-002.*

**FORM G-6**

**Total Project Management and Planning Documents Price**

<b>Item No.</b>	<b>Payment Milestone Description</b>	<b>Duration</b>	<b>Total No. of Units</b>	<b>Units of Measure</b>	<b>Total Price</b>
PM-001	Pre-Toll Operations	Award to Tolling Readiness	1	Each	\$0
PM-002	Startup Operations (Year 1)	Tolling Readiness to 12 months after Tolling Readiness ( 12 months total)	1	Each	\$0
<b>PM-003</b>	<b>Total Project Management Price</b>				<b>\$0</b>
<b>PM-004</b>	<b>Payment Milestone Description</b>	<b>Type</b>	<b>Total No. of Units</b>	<b>Units of Measure</b>	<b>Cost for All Documents During Denoted Planning Period</b>
PM-005	0-90 Days after NTP	Roadside and Network System Plan; Back Office System Plan; TOC System Plan and Documentation; Project Management Plan; Safety Plan; System Configuration Management Plan; Quality Management Plan; Configuration and Change Management Plan; Master Testing and	1	Each	\$0

**FORM G-6**

**Total Project Management and Planning Documents Price**

<b>Item No.</b>	<b>Payment Milestone Description</b>	<b>Duration</b>	<b>Total No. of Units</b>	<b>Units of Measure</b>	<b>Total Price</b>
		Commissioning Plan; and Walk-Up Center Build out Plan			
PM-006	90-180 Days after NTP	Roadside and Network Installation Plan; Back Office Installation Plan; Training Plan; Maintenance and Support Plan; Transition Plan; Third Party Manuals and Documentation; CSC Operations Plan; Disaster Recovery Plan;	1	Each	\$0
PM-007	Completion of System Acceptance Test	End of Contract Transition Plan	1	Each	\$0
<b>PM-008</b>	<b>Total Planning Document Price</b>				<b>\$0</b>
<b>PM-009</b>	<b>Total Project Management and Planning Documents Price</b>				<b>\$0</b>

***Note: Management and oversight and associated markups, profit and overhead of all Pass-Through Costs shall be included in the Project Management Fees in Line Item, PM-001 and/or PM-002.***

**FORM G-7****Total End to End System Tests Price**

<b>Item No.</b>	<b>Payment Milestone Description</b>	<b>Total No. of Units</b>	<b>Unit of Measure</b>	<b>Total Price</b>
T-001	Baseline Test	1	Each, Until Testing Completed and Approved	\$0
T-002	Pre-Production Controlled Test	1	Each, Until Testing Completed and Approved	\$0
T-003	BOS Production Readiness Test	1	Each, Until Testing Completed and Approved	\$0
T-004	System Production Readiness Test	3	Total for 3 Completed and Approved Tests.	\$0
T-005	Operations Test	4	Total for 4 Completed and Approved Tests.	\$0
T-006	System Acceptance Test	1	Each, Until Testing Completed and Approved	\$0
<b>T-007</b>	<b>Total End to End System Tests Price</b>			<b>\$0</b>

**FORM G-8****Total Data Mart Price**

<b>Item No.</b>	<b>Payment Milestone Description</b>	<b>Proposer's Unit Price</b>	<b>Total No. of Units</b>	<b>Unit of Measure</b>	<b>Total Price</b>
DM-001	Option 1: Data Mart Copy		1	Each	\$0
DM-002	Option 2: ETL		1	Each	\$0
<b>DM-003</b>	<b>Total Data Mart Price</b>				<b>\$0</b>

*Note: The price utilized in DM-003 shall be the higher of the two prices of DM-001 or DM-002.*

**FORM G-9**

**Total Bonds and Insurance Price**

<b>Item No.</b>	<b>Payment Milestone Description</b>	<b>Total No. of Units</b>	<b>Unit of Measure</b>	<b>Total Price</b>
BI-001	Installation Payment Bonds	1	Each	\$0
BI-002	Installation Performance Bonds	1	Each	\$0
BI-003	Operations and Maintenance Bond	1	Each (for O and M contract term)	\$0
BI-004	Warranty Bond- See Note 2	1	Each	\$0
<b>BI-005</b>	<b>Bonds Price</b>			<b>\$0</b>
<b>BI-006</b>	<b>Payment Milestone Description</b>	<b>Total No. of Units</b>	<b>Unit of Measure</b>	<b>Total Price</b>
BI-007	Commercial General Liability	1	Each	\$0
BI-008	Worker's Compensation Insurance	1	Each	\$0
BI-009	Business Automobile Liability Insurance	1	Each	\$0
BI-010	Umbrella or Excess Liability Insurance	1	Each	\$0
BI-011	Cyber Liability Insurance	1	Each	\$0
BI-012	Crime Insurance	1	Each	\$0
BI-013	Professional Liability Insurance	1	Each	\$0
<b>BI-014</b>	<b>Insurance Price</b>		<b>a</b>	<b>\$0</b>
<b>BI-015</b>	<b>Total Bonds and Insurance Price</b>			<b>\$0</b>

**Note 1: This section shall be priced as a Pass-Through Cost Item. Pass-Through Costs for bonds will be paid by the Joint Board in an amount up to but not exceeding the amount entered in each line item for bond prices, and Pass-Through Costs for insurance will be paid by the Joint Board in an amount up to but not exceeding the amount entered for each line item for insurance prices.**

**Note 2: Warranty Bond shall be a separate bond for 20% of the Total Toll Collection System Capital Price OR shall be a reduction of the Installation Payment and Installation Performance Bond to a total of 20% of the Total Toll Collection System Capital Price.**

**FORM G-10**

**Total Roadside and CMS Operations and Maintenance Price Per Contract Term**

Item No.	Payment Milestone Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
OMR-001	Roadside Operations and Maintenance Price Per Lane Per Month	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OMR-002	Equipment Lanes	34	34	34	34	34	34	34
OMR-003	Number of Months	12	12	12	12	12	12	12
<b>OMR-004</b>	<b>Annual Roadside Operations and Maintenance Price Per Year</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>OMR-005</b>	<b>Total Roadside Operations and Maintenance Price Per Contract Term</b>							<b>\$0</b>
OMR-006	Changeable Message Sign (CMS) Operations and Maintenance Per Sign Per Year	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OMR-007	Number of Signs	8	8	8	8	8	8	8
OMR-008	Number of Months	12	12	12	12	12	12	12
<b>OMR-009</b>	<b>Annual Changeable Message Sign (CMS) Operations and Maintenance Price Per Year</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>OMR-010</b>	<b>Total CMS Operations and Maintenance Price Per Contract Term</b>							<b>\$0</b>
<b>OMR-011</b>	<b>Total Roadside and CMS Operations and Maintenance Price Per Contract Term</b>							<b>\$0</b>
<b><i>Year Definition:</i></b>								
<b><i>Steady State Operations (Year 2) - 12 months after Tolling Readiness to 24 months after Tolling Readiness</i></b>								
<b><i>Steady State Operations (Year 3) - 24 months after Tolling Readiness to 36 months after Tolling Readiness</i></b>								
<b><i>Steady State Operations (Year 4) - 36 months after Tolling Readiness to 48 months after Tolling Readiness</i></b>								
<b><i>Steady State Operations (Year 5) - 48 months after Tolling Readiness to 60 months after Tolling Readiness</i></b>								
<b><i>Steady State Operations (Year 6) - 60 months after Tolling Readiness to 72 months after Tolling Readiness</i></b>								
<b><i>Steady State Operations (Year 7) - 72 months after Tolling Readiness to 84 months after Tolling Readiness; if the end of the TCS Operations and Maintenance Term occurs after the 84<sup>th</sup> month, the Joint Board shall continue to pay for Operations and Maintenance on a monthly basis at the rate specified for Year 7.</i></b>								



**FORM G-11**

**Total Network Maintenance Price Per Contract Term**

<b>Item No.</b>	<b>Payment Milestone Description</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>
OMN-001	Network/WAN/LAN/ Operations and Maintenance Per Month	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OMN-002	Months	12	12	12	12	12	12	12
<b>OMN-003</b>	<b>Annual Network Maintenance Price Per Year</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>OMN-004</b>	<b>Total Network Maintenance Price Per Contract Term</b>							<b>\$0</b>
<b>Year Definition:</b>								
<i>Startup Operations (Year 1): Tolling Readiness to 12 months after Tolling Readiness</i>								
<i>Steady State Operations (Year 2) - 12 months after Tolling Readiness to 24 months after Tolling Readiness</i>								
<i>Steady State Operations (Year 3) - 24 months after Tolling Readiness to 36 months after Tolling Readiness</i>								
<i>Steady State Operations (Year 4) - 36 months after Tolling Readiness to 48 months after Tolling Readiness</i>								
<i>Steady State Operations (Year 5) - 48 months after Tolling Readiness to 60 months after Tolling Readiness</i>								
<i>Steady State Operations (Year 6) - 60 months after Tolling Readiness to 72 months after Tolling Readiness</i>								
<i>Steady State Operations (Year 7) - 72 months after Tolling Readiness to 84 months after Tolling Readiness; if the end of the TCS Operations and Maintenance Term occurs after the 84<sup>th</sup> month, the Joint Board shall continue to pay for Operations and Maintenance on a monthly basis at the rate specified for Year 7.</i>								

**FORM G-12**

**Total Back Office System (BOS) Hosting Price Per Contract Term**

Item No.	Payment Milestone Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
OMH-001	Back Office System (BOS) Hosting Price Per Month	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OMH-002	Number of Months	12	12	12	12	12	12	12
<b>OMH-003</b>	<b>Annual Back Office System (BOS) Hosting Price Per Year</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>OMH-004</b>	<b>Total Back Office System (BOS) Hosting Price Per Contract Term</b>							<b>\$0</b>

**Year Definition:**

**Startup Operations (Year 1): Tolling Readiness to 12 months after Tolling Readiness**

**Steady State Operations (Year 2) - 12 months after Tolling Readiness to 24 months after Tolling Readiness**

**Steady State Operations (Year 3) - 24 months after Tolling Readiness to 36 months after Tolling Readiness**

**Steady State Operations (Year 4) - 36 months after Tolling Readiness to 48 months after Tolling Readiness**

**Steady State Operations (Year 5) - 48 months after Tolling Readiness to 60 months after Tolling Readiness**

**Steady State Operations (Year 6) - 60 months after Tolling Readiness to 72 months after Tolling Readiness**

**Steady State Operations (Year 7) - 72 months after Tolling Readiness to 84 months after Tolling Readiness; if the end of the TCS Operations and Maintenance Term occurs after the 84<sup>th</sup> month, the Joint Board shall continue to pay for Operations and Maintenance on a monthly basis at the rate specified for Year 7.**

**FORM G-13**

**Total Back Office System (BOS) IT Operations and Maintenance Price Per Contract Term**

Item No.	Payment Milestone Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
OMB-001	Back Office System (BOS) IT Operations and Maintenance Price Per Month	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OMB-002	Number of Months	12	12	12	12	12	12	12
<b>OMB-003</b>	<b>Annual Back Office System (BOS) IT Operating and Maintenance Price Per Year</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>OMB-004</b>	<b>Total Back Office System (BOS) IT Operating and Maintenance Price Per Contract Term</b>							<b>\$0</b>

**Year Definition:**

**Startup Operations (Year 1): Tolling Readiness to 12 months after Tolling Readiness**

**Steady State Operations (Year 2) - 12 months after Tolling Readiness to 24 months after Tolling Readiness**

**Steady State Operations (Year 3) - 24 months after Tolling Readiness to 36 months after Tolling Readiness**

**Steady State Operations (Year 4) - 36 months after Tolling Readiness to 48 months after Tolling Readiness**

**Steady State Operations (Year 5) - 48 months after Tolling Readiness to 60 months after Tolling Readiness**

**Steady State Operations (Year 6) - 60 months after Tolling Readiness to 72 months after Tolling Readiness**

**Steady State Operations (Year 7) - 72 months after Tolling Readiness to 84 months after Tolling Readiness; if the end of the TCS Operations and Maintenance Term occurs after the 84<sup>th</sup> month, the Joint Board shall continue to pay for Operations and Maintenance on a monthly basis at the rate specified for Year 7.**

**FORM G-14**

**Total Toll Operations Center (TOC) Operations and Maintenance Price Per Contract Term**

Item No.	Payment Milestone Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
OMT-001	TOC Operations and Maintenance Fee Per Month	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OMT-002	Number of Months	12	12	12	12	12	12	12
<b>OMT-003</b>	<b>Annual Toll Operations Center (TOC) Operations and Maintenance Price Per Year</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>OMT-004</b>	<b>Total Toll Operations Center (TOC) Operations and Maintenance Price Per Contract Term</b>							<b>\$0</b>

**Year Definition:**

***Startup Operations (Year 1): Tolling Readiness to 12 months after Tolling Readiness***

***Steady State Operations (Year 2) - 12 months after Tolling Readiness to 24 months after Tolling Readiness***

***Steady State Operations (Year 3) - 24 months after Tolling Readiness to 36 months after Tolling Readiness***

***Steady State Operations (Year 4) - 36 months after Tolling Readiness to 48 months after Tolling Readiness***

***Steady State Operations (Year 5) - 48 months after Tolling Readiness to 60 months after Tolling Readiness***

***Steady State Operations (Year 6) - 60 months after Tolling Readiness to 72 months after Tolling Readiness***

***Steady State Operations (Year 7) - 72 months after Tolling Readiness to 84 months after Tolling Readiness; if the end of the TCS Operations and Maintenance Term occurs after the 84<sup>th</sup> month, the Joint Board shall continue to pay for Operations and Maintenance on a monthly basis at the rate specified for Year 7.***

**FORM G-15**

**Customer Service Center Operations and Maintenance Price Per Year**

Item No.	Payment Milestone Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
OMC-001	Customer Service Center Operations and Maintenance Price Per Month	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OMC-002	Number of Months	12	12	12	12	12	12	12
<b>OMC-003</b>	<b>Annual Customer Service Center Operations and Maintenance Price Per Year</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>OMC-004</b>	<b>Customer Service Center Operations and Maintenance Price Per Contract Term</b>							<b>\$0</b>

**Year Definition:**

**Startup Operations (Year 1): Tolling Readiness to 12 months after Tolling Readiness**

**Steady State Operations (Year 2) - 12 months after Tolling Readiness to 24 months after Tolling Readiness**

**Steady State Operations (Year 3) - 24 months after Tolling Readiness to 36 months after Tolling Readiness**

**Steady State Operations (Year 4) - 36 months after Tolling Readiness to 48 months after Tolling Readiness**

**Steady State Operations (Year 5) - 48 months after Tolling Readiness to 60 months after Tolling Readiness**

**Steady State Operations (Year 6) - 60 months after Tolling Readiness to 72 months after Tolling Readiness**

**Steady State Operations (Year 7) - 72 months after Tolling Readiness to 84 months after Tolling Readiness; if the end of the TCS Operations and Maintenance Term occurs after the 84<sup>th</sup> month, the Joint Board shall continue to pay for Operations and Maintenance on a monthly basis at the rate specified for Year 7.**

**Note 1: One of the two required Walk-up Centers and the CSC may be co-located. However, only the Walk-Up Center costs shall be a Pass- Through Cost item. If the Proposer chooses co-location, then the Proposer shall provide a means and methodology to separate costs of the Walk-Up Centers and the CSC, which means and methodology shall be subject to approval by the Joint Board.**

***Note 2: The staffing and training costs for Walk-up Centers shall be included in the Customer Service Center Operations and Maintenance Price Per Year for Years 1 through Year 7. Staffing and training costs for the Walk Up Centers shall not be a Pass-Through Cost Item.***

**FORM G-16**  
**Hourly Rates for Extended Services**

Item No.	Job Classification/Job Description	Total No. of Units	Unit of Measure	Total Hourly Rate with Benefits through Tolling Readiness	Total Hourly Rate with Benefits Year 1	Total Hourly Rate with Benefits Year 2	Total Hourly Rate with Benefits Year 3	Total Hourly Rate with Benefits Year 4	Total Hourly Rate with Benefits Year 5	Total Hourly Rate with Benefits Year 6	Total Hourly Rate with Benefits Year 7
HR-001	Project Manager	1	Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HR-002	Roadside Maintenance Supervisor	1	Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HR-003	Roadside Maintenance Technician	1	Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HR-004	Systems Engineer	1	Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HR-005	Systems Analyst	1	Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HR-006	Database Analyst	1	Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HR-007	Network Analyst	1	Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HR-008	Network Architect	1	Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HR-009	Installation Manager	1	Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HR-010	IVR Systems Specialist	1	Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HR-011	IT Technical Support Staff for CSC	1	Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HR-012	Image Reviewer Supervisor	1	Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HR-013	Image Reviewer	1	Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HR-014	Training Manager	1	Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**FORM G-16**  
**Hourly Rates for Extended Services**

Item No.	Job Classification/Job Description	Total No. of Units	Unit of Measure	Total Hourly Rate with Benefits through Tolling Readiness	Total Hourly Rate with Benefits Year 1	Total Hourly Rate with Benefits Year 2	Total Hourly Rate with Benefits Year 3	Total Hourly Rate with Benefits Year 4	Total Hourly Rate with Benefits Year 5	Total Hourly Rate with Benefits Year 6	Total Hourly Rate with Benefits Year 7
HR-015	Customer Service Center Supervisor	1	Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HR-016	QA/QC Manager	1	Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HR-017	CSR	1	Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HR-018	Walk-Up Center CSR	1	Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HR-019	Fulfillment Staff	1	Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HR-020	Fulfillment Supervisor	1	Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HR-021	Lockbox Supervisor	1	Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HR-022	Lockbox Staff	1	Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HR-023	TOC Supervisor	1	Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HR-024	TOC Staff	1	Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HR-025	Communications Specialist	1	Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**Year Definition:**

**Startup Operations (Year 1): Tolling Readiness to 12 months after Tolling Readiness**

**Steady State Operating (Year 2) - 12 months after Tolling Readiness to 24 months after Tolling Readiness**

**Steady State Operating (Year 3) - 24 months after Tolling Readiness to 36 months after Tolling Readiness**

**Steady State Operating (Year 4) - 36 months after Tolling Readiness to 48 months after Tolling Readiness**



**FORM G-16**

**Hourly Rates for Extended Services**

Item No.	Job Classification/Job Description	Total No. of Units	Unit of Measure	Total Hourly Rate with Benefits through Tolling Readiness	Total Hourly Rate with Benefits Year 1	Total Hourly Rate with Benefits Year 2	Total Hourly Rate with Benefits Year 3	Total Hourly Rate with Benefits Year 4	Total Hourly Rate with Benefits Year 5	Total Hourly Rate with Benefits Year 6	Total Hourly Rate with Benefits Year 7
<i>Steady State Operations (Year 5) - 48 months after Tolling Readiness to 60 months after Tolling Readiness</i>											
<i>Steady State Operations (Year 6) - 60 months after Tolling Readiness to 72 months after Tolling Readiness</i>											
<i>Steady State Operations (Year 7) - 72 months after Tolling Readiness to 84 months after Tolling Readiness; if the end of the TCS Operations and Maintenance Term occurs after the 84<sup>th</sup> month, the Joint Board shall continue to pay for Operations and Maintenance on a monthly basis at the rate specified for Year 7.;</i>											

**FORM G-17**  
**Major Spare Parts**

Item No.	Item Description	Total No. of Units	Unit of Measure	Unit Price	Total Price Year 1
Roadside Equipment					
RS-001					\$0
RS-002					\$0
RS-003					\$0
RS-004					\$0
Back Office System					
BO-001					\$0
BO-002					\$0
BO-003					\$0
BO-004					\$0
Customer Service Center					
CS-001					\$0
CS-002					\$0
CS-003					\$0
CS-004					\$0
TOC and System Monitoring					
TO-001					\$0
TO-002					\$0
TO-003					\$0
TO-004					\$0
Access Control and CCTV					
AC-001					\$0
AC-002					\$0
AC-003					\$0
AC-004					\$0
<b>Total Major Spare Parts Price Year 1</b>					\$0
Item No.	Item Description	Total No. of Units	Unit of Measure	Unit Price	Total Price Year 2
Roadside Equipment					
RS-001					\$0
RS-002					\$0

**FORM G-17**  
**Major Spare Parts**

Item No.	Item Description	Total No. of Units	Unit of Measure	Unit Price	Total Price Year 2
RS-003					\$0
RS-004					\$0
Back Office System					
BO-001					\$0
BO-002					\$0
BO-003					\$0
BO-004					\$0
Customer Service Center					
CS-001					\$0
CS-002					\$0
CS-003					\$0
CS-004					\$0
TOC and System Monitoring					
TO-001					\$0
TO-002					\$0
TO-003					\$0
TO-004					\$0
Access Control and CCTV					
AC-001					\$0
AC-002					\$0
AC-003					\$0
AC-004					\$0
<b>Total Major Spare Parts Price Year 2</b>					<b>\$0</b>
Item No.	Item Description	Total No. of Units	Unit of Measure	Unit Price	Total Price Year 3
Roadside Equipment					
RS-001					\$0
RS-002					\$0
RS-003					\$0
RS-004					\$0
Back Office System					
BO-001					\$0
BO-002					\$0

**FORM G-17**  
**Major Spare Parts**

Item No.	Item Description	Total No. of Units	Unit of Measure	Unit Price	Total Price Year 3
BO-003					\$0
BO-004					\$0
Customer Service Center					
CS-001					\$0
CS-002					\$0
CS-003					\$0
CS-004					\$0
TOC and System Monitoring					
TO-001					\$0
TO-002					\$0
TO-003					\$0
TO-004					\$0
Access Control and CCTV					
AC-001					\$0
AC-002					\$0
AC-003					\$0
AC-004					\$0
<b>Total Major Spare Parts Price Year 3</b>					<b>\$0</b>
Item No.	Item Description	Total No. of Units	Unit of Measure	Unit Price	Total Price Year 4
Roadside Equipment					
RS-001					\$0
RS-002					\$0
RS-003					\$0
RS-004					\$0
Back Office System					
BO-001					\$0
BO-002					\$0
BO-003					\$0
BO-004					\$0
Customer Service Center					
CS-001					\$0

**FORM G-17**  
**Major Spare Parts**

Item No.	Item Description	Total No. of Units	Unit of Measure	Unit Price	Total Price Year 4
CS-002					\$0
CS-003					\$0
CS-004					\$0
TOC and System Monitoring					
TO-001					\$0
TO-002					\$0
TO-003					\$0
TO-004					\$0
Access Control and CCTV					
AC-001					\$0
AC-002					\$0
AC-003					\$0
AC-004					\$0
<b>Total Major Spare Parts Price Year 4</b>					<b>\$0</b>
Item No.	Item Description	Total No. of Units	Unit of Measure	Unit Price	Total Price Year 5
Roadside Equipment					
RS-001					\$0
RS-002					\$0
RS-003					\$0
RS-004					\$0
Back Office System					
BO-001					\$0
BO-002					\$0
BO-003					\$0
BO-004					\$0
Customer Service Center					
CS-001					\$0
CS-002					\$0
CS-003					\$0
CS-004					\$0

**FORM G-17**  
**Major Spare Parts**

Item No.	Item Description	Total No. of Units	Unit of Measure	Unit Price	Total Price Year 5
TOC and System Monitoring					
TO-001					\$0
TO-002					\$0
TO-003					\$0
TO-004					\$0
Access Control and CCTV					
AC-001					\$0
AC-002					\$0
AC-003					\$0
AC-004					\$0
<b>Total Major Spare Parts Price Year 5</b>					<b>\$0</b>
Item No.	Item Description	Total No. of Units	Unit of Measure	Unit Price	Total Price Year 6
Roadside Equipment					
RS-001					\$0
RS-002					\$0
RS-003					\$0
RS-004					\$0
Back Office System					
BO-001					\$0
BO-002					\$0
BO-003					\$0
BO-004					\$0
Customer Service Center					
CS-001					\$0
CS-002					\$0
CS-003					\$0
CS-004					\$0
TOC and System Monitoring					
TO-001					\$0
TO-002					\$0
TO-003					\$0

**FORM G-17**  
**Major Spare Parts**

Item No.	Item Description	Total No. of Units	Unit of Measure	Unit Price	Total Price Year 6
TO-004					\$0
Access Control and CCTV					
AC-001					\$0
AC-002					\$0
AC-003					\$0
AC-004					\$0
<b>Total Major Spare Parts Price Year 6</b>					<b>\$0</b>
Item No.	Item Description	Total No. of Units	Unit of Measure	Unit Price	Total Price Year 7
Roadside Equipment					
RS-001					\$0
RS-002					\$0
RS-003					\$0
RS-004					\$0
Back Office System					
BO-001					\$0
BO-002					\$0
BO-003					\$0
BO-004					\$0
Customer Service Center					
CS-001					\$0
CS-002					\$0
CS-003					\$0
CS-004					\$0
TOC and System Monitoring					
TO-001					\$0
TO-002					\$0
TO-003					\$0
TO-004					\$0

**FORM G-17**  
**Major Spare Parts**

Item No.	Item Description	Total No. of Units	Unit of Measure	Unit Price	Total Price Year 7
Access Control and CCTV					
AC-001					\$0
AC-002					\$0
AC-003					\$0
AC-004					\$0
<b>Total Major Spare Parts Price Year 7</b>					<b>\$0</b>
<i>Year Definition:</i>					
<i>Startup Operations: Tolling Readiness to 12 months after Tolling Readiness</i>					
<i>Steady State Operating (Year 2) - 12 months after Tolling Readiness to 24 months after Tolling Readiness</i>					
<i>Steady State Operating (Year 3) - 24 months after Tolling Readiness to 36 months after Tolling Readiness</i>					
<i>Steady State Operating (Year 4) - 36 months after Tolling Readiness to 48 months after Tolling Readiness</i>					
<i>Steady State Operations (Year 5) - 48 months after Tolling Readiness to 60 months after Tolling Readiness</i>					
<i>Steady State Operations (Year 6) - 60 months after Tolling Readiness to 72 months after Tolling Readiness</i>					
<i>Steady State Operations (Year 7) - 72 months after Tolling Readiness to 84 months after Tolling Readiness; if the end of the TCS Operations and Maintenance Term occurs after the 84<sup>th</sup> month, the Joint Board shall continue to pay for Operations and Maintenance on a monthly basis at the rate specified for Year 7.</i>					



**FORM G-18**  
**Maintenance of Traffic**

Item No.	Item Description	Total No. of Units	Unit of Measure	Unit Price through Tolling Readiness	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5	Unit Price Year 6	Unit Price Year 7
MOT-001	Day Time (6am to 6 pm)	1	Equipment Lane	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MOT-002	Evening and Overnight Time (6pm to 6 am)	1	Equipment Lane	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MOT-003	Weekends (Fri 6pm to Mon 6am)	1	Equipment Lane	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MOT-004	Item Description	Total No. of Units	Unit of Measure	Unit Price through Tolling Readiness	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5	Unit Price Year 6	Unit Price Year 7
MOT-005	Day Time (6am to 6 pm)	2 (traffic lanes or 1 traffic lane and 1 shoulder)	Equipment Lane	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MOT-006	Evening and Overnight Time (6pm to 6 am)	2 (traffic lanes or 1 traffic lane and 1 shoulder)	Equipment Lane	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**FORM G-18**  
**Maintenance of Traffic**

Item No.	Item Description	Total No. of Units	Unit of Measure	Unit Price through Tolling Readiness	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5	Unit Price Year 6	Unit Price Year 7
MOT-007	Weekends (Fri 6pm to Mon 6am)	2 (traffic lanes or 1 traffic lane and 1 shoulder)	Equipment Lane	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b><i>Year Definition:</i></b>											
<b><i>Startup Operations (Year 1) : Tolling Readiness to 12 months after Tolling Readiness</i></b>											
<b><i>Steady State Operations (Year 2) - 12 months after Tolling Readiness to 24 months after Tolling Readiness</i></b>											
<b><i>Steady State Operations (Year 3) - 24 months after Tolling Readiness to 36 months after Tolling Readiness</i></b>											
<b><i>Steady State Operations (Year 4) - 36 months after Tolling Readiness to 48 months after Tolling Readiness</i></b>											
<b><i>Steady State Operations (Year 5) - 48 months after Tolling Readiness to 60 months after Tolling Readiness</i></b>											
<b><i>Steady State Operations (Year 6) - 60 months after Tolling Readiness to 72 months after Tolling Readiness</i></b>											
<b><i>Steady State Operations (Year 7) - 72 months after Tolling Readiness to 84 months after Tolling Readiness; if the end of the TCS Operations and Maintenance Term occurs after the 84<sup>th</sup> month, the Joint Board shall continue to pay for Operations and Maintenance on a monthly basis at the rate specified for Year 7.</i></b>											

